This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

+ *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.

+ *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.

+ *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.

+ *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at `http://books.google.com/`

LTD. | Law [illegible]
WAY | [illegible]
C.2 | [illegible]

DL.
4 [illegible]
A X

Books Printed for J. Walthoe.

In FOLIO.

1 COMBERBACH's Reports.
2 Serjeant *Salkeld*'s Reports in Two Volumes.
3 *Hawkins*'s Treatiſe of the Pleas of the Crown in 2 Vols.
4 *Farreſley*'s Reports in the Firſt Year of Q. *Anne*.
5 Sir *Orlando Bridgeman*'s Conveyances, 4th Edit.
6 *D'Anvers*'s general Abridgment of the Common and Statute Law in Two Vols.
7 *Levinz*'s Reports *French* and *Engliſh*, in Two Volumes
8 *Saunder*'s Reports *French* and *Engliſh*, in Two Volumes.
9 Caſes Adjudged in the Court of Chancery, compleat in 3 Parts. the 2d Edition.
10 *Bendloe*'s and *Daliſon*'s Reports.
11 The Law of Real Actions by *George Booth*. Eſq;
12 Baron *Puffendorf* of the Law of Nature and Nations, with *Barbarett*'s Notes. 3d Edition.
13. The Lives of the Primitive Fathers by *William Cave*, D. D.
14 An Expoſition of the Thirty Nine Articles, by Dr. *Burnett*.
15 A Compleat Hiſtory of the moſt remarkable Tranſactions at Sea from the Earlieſt Account of Time. By *J. Burchett*, Eſq;
16 The Hiſtory of *England* in Three Volumes.
17 Dr. *Nicholls* on the Common-Prayer.
18 *Ruſhworth*'s Collection Compleat in 8 Vols.
19 State Trials Compleat in 4 Vols.
20 *Cambridge* Concordance.
21 The Compleat Horſeman.

In OCTAVO and TWELVES.

22 *Curſus Cancellariæ*, or the Practice of the Court of Chancery.
23 Reports in the Court of Chancery, in 3 Vols. 8*vo*.
24 Sir *Matthew Hale*'s Hiſtory and Analyſis of the Law.
25 The Rules and Orders of all the Courts at *Weſtminſter*.
26 The Common and Statute Law concerning Trials in Caſes of Treaſon.
27 The Law againſt Bankrupts, by Serjeant *Goodinge*, 3d Edit.
28 The Impartial Lawyer.
29 The Compleat Sheriff, to which is now added the Law of Replevin. the 2d Edition.
30 The Modern Conveyancer: or Conveyancing improv'd, in 3 Vols. 3d Edition.
31 The Compleat Attorney and Solicitor in all the Courts at *Weſtminſter*. 5th Edition.
32 Legal Proviſions for the Poor. The 4th Edition.
33 An Abridgment of *Coke* on *Littleton* by *W. Hawkins*, Eſq; 3d Edit.
34 Tenants Law: or the Law concerning Landlords, Tenants and Farmers. 8th Edition.
35 Laws concerning Trade and Tradeſmen.
36 *Enchiridion Clericale*: or Precedents for Young Clerks.
37 The Juſtice of Peace's Companion, by *S. Blackerby*, Eſq;
38 The Second Part, being a Collection of Adjudged Caſes, by the ſame Author.

THE SECOND PART OF THE Modern Conveyancer, OR, Conveyancing Improved.

BEING A

CHOICE COLLECTION OF PRECEDENTS ON MOST OCCASIONS,

Drawn after the Manner of

Conveyancing now in USE.

By the greateſt Hands of this preſent Age,
Of which ſome are ſtill living.

To which are added

OPINIONS of ſeveral Learned Counſel, relating to Conveyancing, and other Matters in LAW.

VOL. II.

With an Exact TABLE to the Whole.

The Third Edition Corrected.

In the SAVOY:
Printed by the Aſſigns of *Edward Sayer*, Eſq; for
JOHN WALTHOE in the *Middle-Temple-Cloyſters.*
MDCCXXV.

Annuities.

A Grant of an Annuity for Life.

April 25, 1694.
Part.
Conſideration.
Grant.

THIS Indenture made, *&c.* between *E. H.* of *C.* in the Pariſh of *K.* *&c.* Eſq; of the one Part, and *S. S.* of, *&c.* Widow, of the other Part, **Witneſſeth**, That the ſaid *E. H.* for and in Conſideration of the Sum of 400 *l.* of lawful Money of *England*, to him in Hand at or before the Sealing and Delivery of theſe Preſents, by the ſaid *S. S.* well and truly paid, the Receipt whereof he the ſaid *E. H.* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, exonerate, and for ever diſcharge the ſaid *S. S.* her Heirs, Executors, and Adminiſtrators, by theſe Preſents, **Hath** given, granted, ſet out, charged and appointed, and by theſe Preſents doth fully, clearly and abſolutely give, grant, ſet out, charge and appoint unto the ſaid *S. S.* and her Aſſigns, one Annuity or clear yearly Rent-charge of 35 *l.* of lawful Money of *England*, free and clear of all Taxes, Rates Aſſeſſments, Impoſitions, Deductions and Reprizes whatſoever, Parliamentary, Parochial, Military and Civil, or of what other Kind or Nature ſoever, Iſſuing and going, and to be Iſſuing and going, out of All thoſe Grounds or Cloſes of Meadow and Paſture, called or known by the Several Names of, *&c.* containing, *&c.* with two Barns thereupon, ſituate, ſtanding, lying and being in the Pariſh of *Kingſton* aforeſaid, in the ſaid County of *Surrey*, now in the Tenure or Occupation of *T. H.* his Under-Tenants or Aſſigns, And all thoſe two Cloſes, *&c.* **To have and to hold**, perceive, receive, take and enjoy the ſaid Annuity or clear yearly Rent-charge of 35 *l.* and every Part thereof, free and clear, and freely and clearly diſcharged, of and from all Taxes, Rates, Aſſeſſments, Impoſitions, Deductions and Reprizes whatſoever as aforeſaid, unto the ſaid *S. S.* and her Aſſigns, from the Feaſt-Day of the Annunciation of the Bleſſed Virgin *Mary*, laſt paſt, before the Date of theſe Preſents, for and during the Natural Life of her the ſaid *S. S.* at the two moſt uſual Feaſts or Days of Payment in the Year (that is to ſay) the Feaſts of St. *Michael* the Arch-Angel, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal Portions, the firſt half yearly Payment thereof to begin and be made on the Feaſt-day of St. *Michael* the Arch-Angel next enſuing the Date of theſe Preſents. **And farther**, the ſaid *Edw. H.* for the Conſideration aforeſaid, Hath given and granted, and by theſe Preſents doth give and grant unto the ſaid *S. S.* and her Aſſigns, the Sum of 40 *s.* of like Money, by way and in the Name of a Pain to be paid unto the ſaid *S. S.* or her Aſſigns, from Time to Time, when and as often as any Half-yearly Payment of the ſaid Annuity of 35 *l.* or any Part thereof, ſhall be behind and unpaid by the Space of 30 Days next over or after any of the ſaid Feaſts above limited for Payment of the ſame. And

Without Deductions for any Taxes, &c.

Nom. pœnæ.

And if it ſhall happen that the ſaid Annuity, or yearly Rent-charge, or any half-yearly Sum or Payment thereof, ſhall be behind or unpaid in Part or in All, by the Space of 30 Days next over or after any of the ſaid Feaſts or Days of Payment on which the ſame ought to be paid as aforeſaid, That then and ſo often it ſhall and may be lawful to and for her the ſaid *S. S.* and her Aſſigns, into all and ſingular the ſaid Lands, Hereditaments and Premiſſes, and every or any of them to enter and diſtrain, And the Diſtreſs and Diſtreſſes ſo taken, to lead, drive, take and carry away, and the ſame to detain and keep, and afterwards to ſell and diſpoſe according to Law, from Time to Time, and at all Times hereafter, during the Natural Life of the ſaid *S. S.* until ſhe the ſaid *S. S.* as well of the ſaid Annuity or yearly Rent-charge of 35 *l.* with the Arrears thereof (if any be) as alſo of the ſeveral Pain and Pains of 40 *s.* (if any be incurred by *Non Payment* of the ſaid Annuity in Manner as aforeſaid) be fully paid and ſatisfied, together with the Coſts and Charges in that Behalf from Time to Time ſuſtained and expended. Of which ſaid Annuity or yearly Rent-Charge of 35 *l.* the ſaid *E. H.* hath put the ſaid *S. S.* in peaceable Poſſeſſion by the Payment and Delivery of 6 *d.* unto her the ſaid *S. S.* in the Name of Seiſin at the Time of the Delivery of theſe Preſents. **In Witneſs**, &c.

Clauſe of Diſtreſs.

Seiſin.

A Collateral Grant by way of Mortgage for a Term of 99 Years, for the ſecuring the Annuity aforeſaid.

This Indenture made, *&c.* Between *E. H.* of, *&c.* Eſquire of the one Part, and *S. S.* of *&c.* Widow, and *W. H.* of the other Part, Witneſſeth, Conſiderati-on.

neſſeth, That as well for the Security of the Payment of one Annuity or Annual Rent-Charge of 35 *l.* of lawful Money of *England*, clear of all Deductions, for or in reſpect of Taxes, or any other Matter or Thing whatſoever, iſſuing and going and to be iſſuing, and going out of all thoſe Grounds or Cloſes of Meadow and Paſture, and Hereditaments herein after mentioned, during the Natural Life of her the ſaid *S. S.* according to the true Intent and Meaning of one Indenture of Annuity or Rent-Charge, bearing even Date with theſe Preſents, made between the ſaid *E. H.* of the one Part, and the ſaid *S. S.* of the other Part, and for ſecuring the Pain, Penalty and Forfeiture, in the ſaid Indenture of Annuity mentioned to be incurred and forfeited by *Non Payment* of the ſaid Annuity, as therein limited. As alſo for and in Conſideration of the Sum of 400 *l.* of lawful Money of *England*, to him the ſaid *E. H.* in Hand, at or before the Sealing and Delivery of theſe Preſents, by the ſaid *S. S.* well and truly paid, being the very ſame Sum and Conſideration Money, as in the ſaid Indenture of Annuity is mentioned, And in Conſideration of the Sum of 5 *s.* of like Money by him the ſaid *W. H.* in like Manner paid to him the ſaid *E. H* the Receipt and Receipts of which ſaid ſeveral Sums, he the ſaid *E. H.* doth hereby acknowledge, And thereof, and of every Part thereof, doth acquit, exonerate, and for ever diſcharge the ſaid *S. S.* and *W. H.* their Heirs, Executors and Adminiſtrators reſpectively by theſe Preſents, He the ſaid *E. H.* hath at the Requeſt, and by the Direction, Nomination and Appointment of the ſaid *S. S.* teſtified by her being made a Party to theſe Preſents, and her Sealing and Delivery hereof, Granted, Bargained and Sold;

And by theſe Preſents doth Grant, Bargain, and Sell unto the ſaid *W. H.* his Executors, Adminiſtrators and Aſſigns, **All**, *&c.* And all Ways, Waters, Water-courſes, Commons, Commons of Paſture, Woods, Underwoods, Profits, Commodities, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Premiſſes, or any of them belonging or appertaining, or to or with the ſame, now or at any Time heretofore demiſed, uſed, held, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member of the ſame. And the Reverſion or Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes, or any Part or Parcel thereof, To have and to hold the ſaid Grounds or Cloſes of Meadow and Paſture, Barns, and all and ſingular other the Hereditaments and Premiſſes, with their and every of their Appurtenances, herein before granted, bargained and ſold, or herein or hereby meant, mentioned, or intended to be granted, bargained and ſold, and every Part and Parcel thereof, unto the ſaid *W. H.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of the Annunciation of the Bleſſed Virgin *Mary*, laſt paſt before the Date of theſe Preſents, for and during, and unto the full End and Term of 99 Years, from thence next enſuing, and fully to be compleat and ended. **In Truſt** nevertheleſs for the ſaid *S. S.* and her Aſſigns, ſubject to the Proviſo or Condition herein after contained. **Yielding and paying** therefore Yearly and every Year during the ſaid Term, unto the ſaid *W. H.* his Executors, Adminiſtrators and Aſſigns, the Rent of one *Pepper Corn* only, at the Feaſt of St. *Michael* the Archangel, in every Year, if the ſame ſhall be lawfully demanded. Provided always, and theſe Preſents, and the Term

Grant of the ſame Parcels as in the Grant of Annuity.

In Truſt for the Annuitant.

Under a Proviſo to be void on Payment of the Annuity and Pain.

Term and Eſtate hereby granted, are upon Condition nevertheleſs, and the true Intent and Meaning of the ſame, and of all the Parties hereunto is, That if the ſaid *E. H.* his Heirs, Executors, Adminiſtrators, or any of them, do and ſhall well and truly pay, or cauſe to be paid unto her the ſaid *S. S.* or her Aſſigns, yearly and every Year, during the Natural Life of her the ſaid *S. S.* the Annual and clear yearly Rent-Charge of 35 *l.* of lawful Money of *England*, free and clear of all Taxes, Rates, Aſſeſſments, Impoſitions, Deductions and Reprizes whatſoever, Parliamentary, Parochial, Military and Civil, or of what other Kind or Nature ſoever, at the two moſt uſual Feaſts or Days of Payment in the Year (that is to ſay) the Feaſt of St. *Michael* the Arch-Angel, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal Portions, The firſt half-yearly Payment thereof, to begin and to be made on the Feaſt-day of St. *Michael* the Arch-Angel next enſuing the Date of theſe Preſents; together with the Sum of 40 *s.* by Way and in the Name of a Pain, when and as often as the ſaid Annuity or Annual Rent-Charge of 35 *l. per Annum*, or any Half-yearly Payment thereof, or any Part thereof, ſhall be behind or unpaid, by the Space of 30 Days next over or after any of the ſaid Feaſts, or Days of Payment on which the ſame ought to be paid as aforeſaid, according to the true Intent and Meaning of the ſaid Indenture of Annuity or Rent-Charge; That then and from thenceforth, this preſent Indenture of Grant, Bargain and Sale, and every Covenant and Clauſe herein contained, ſhall ceaſe, determine, and be utterly void, as if the ſame had never been made, this Indenture, or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding.

And the ſaid *E. H.* for himſelf, his Heirs, Executors, Adminiſtrators, and for every of them doth covenant and promiſe, grant and agree to *with* the ſaid *S. S.* her Executors, Adminiſtrators *and* Aſſigns, by theſe Preſents, that he the ſaid *E. H.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *S. S.* and her Aſſigns, the ſaid Annual Sum of 35 *l.* of lawful Money of *England*, yearly and every Year during the Natural Life of the ſaid *S. S.* at Day-times, and Times, and in ſuch Manner and Form as is herein before limited, Together with the ſaid Pain of 40 *s.* as often as the ſame ſhall happen to be incurred, and that without any Deduction, Defalcation, or Abatement whatſoever as aforeſaid, according to the true Intent and Meaning of the ſaid Indenture of Annuity or Rent-Charge, and the Tenour of the Proviſo above-written. Or in Default thereof, that it ſhall and may be lawful to, and for the ſaid *W. H.* his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times afterwards, into all or any the ſaid Premiſſes hereby before granted, to enter, and the ſame and every of them, with their and every of their Appurtenances, peaceably and quietly to have, hold, occupy, poſſeſs and enjoy; and the Rents, Iſſues, and Profits thereof, and every Part thereof, to and for the *Uſe* and Behoof of her the ſaid *S. S.* and her Aſſigns, to have, receive and take during the ſaid Term of 99 Years hereby granted, without any lawful Let, Suit, Trouble, Denial, Diſturbance, Eviction, Moleſtation or Interruption whatſoever. **And further,** the ſaid *E. H.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth *covenant*, promiſe, grant and agree to and with the ſaid *S. S.* her Executors, Adminiſtrators and Aſſigns,

The Grantor Covenants to pay the Annuity, and Pain, when incurred.

Without deduction.

In Default therefore, that the Mortgagee may enter and quietly enjoy.

That the Grantor is ſeiſed in Fee-ſimple.

Aſſigns, by theſe Preſents, in Manner and Form following (that is to ſay) That he the ſaid *E. H.* at the Time of the Sealing and Delivery of theſe Preſents, is ſolely and abſolutely ſeiſed of the ſaid ſeveral Lands and Premiſſes, of a good, ſure, perfect and indefeaſible Eſtate of Inheritance in Fee-ſimple, without any manner of Condition, contingent Proviſo, Limitation of Uſes, Remainder, Reſtraint, Matter or Thing whatſoever, to determine, alter, change, make void, impeach, or incumber the ſame. **And alſo**, that he the ſaid *E. H.* now hath himſelf, full Power, good Right, true Title and lawful Authority to ſell the ſaid Lands and Premiſſes, with their and every of their Appurtenances, unto the ſaid *W. H.* his Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid. **And** alſo, that the ſaid Premiſſes, and every Part and Parcel thereof, with their and every of their Appurtenances now are, and from Time to Time, and at all Times hereafter, during the Natural Life of the ſaid *S. S.* ſhall continue, remain and be free, and clear and freely, and clearly acquitted, exonerated and diſcharged, or otherwiſe by him the ſaid *E. H.* his Heirs, Executors or Adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs, unimpeached, diſcharged, and unincumbred, of and from all and all manner of former and other Gifts, Bargains, Sales, Annuities, Rent-Charges, Leaſes, Eſtates, Rights, Titles, Debts, Duties, Statutes, Judgments, Recognizances, Extents, Exactions, Charges, Troubles and Incumbrances whatſoever. **And laſtly**, the ſaid *S. S.* for her ſelf and for the ſaid *W. H.* and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe, grant and agree to and with the ſaid *E. H.* his Heirs and Aſſigns, by theſe Preſents;

And that he hath Power to Grant.

And that the Premiſſes are free from Incumbrances.

The Annuitant covenants, that the Mortgagor ſhall quietly enjoy till Breach, &c.

ſents; That unleſs Default ſhall happen to be made of Payment, of the ſaid Annuity of 35 *l.* or ſome Part thereof, or Pain of 40 *s.* (if incurred) or ſome Part thereof, contrary to the *Proviſo* or Condition and Covenants above written, *it* ſhall and may be lawful to and for the ſaid *E. H.* *his* Heirs and Aſſigns, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid ſeveral Lands and Premiſſes, and the Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, to have, receive, and take to his and their own proper Uſe and Behoof, without the *Let*, Suit, Trouble, Denial, Diſturbance, *Eviction*, Moleſtation or Interruption whatſoever, of or by the ſaid *S. S.* or *W. H.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, or any other Perſon or Perſons whatſoever, lawfully claiming or to claim, by, from or under her, him, them, or either or any of them. In witneſs, &c.

Bond to pay the Annuity and perform Covenants.

A Grant of Annuity by Bond and Special Covenants.

Article of Agreement indented, had, made, concluded and agreed upon, *&c.* Between the Right honourable *C. L. C.* of the one Part, and *M. M.* of the other Part, *&c.*

Conſideration.

Bond for the Payment of 100 *l. per Ann.* during the Grantor's Life.

And a Judgment for the ſame.

Whereas the ſaid *C. L. C. &c.* for and in Conſideration of the Sum of, *&c.* of lawful Money of *England*, to him the ſaid *C. L. C.* by the ſaid *M. M.* in Hand well and truly paid, by his Bond bearing even Date with theſe Preſents, became bound to the ſaid *M. M* in the penal Sum of, *&c.* Conditioned for the clear yearly Payment of, *&c.* during the natural Life of the ſaid *C. L. C.* to the ſaid *M. M.* his Executors, Adminiſtrators or Aſſigns, at the four moſt uſual Feaſts or Days of Payment, without any Abatement for any Taxes, Charges or Aſſeſſments impoſed, or to be impoſed by Act of Parliament or otherwiſe, The firſt Payment to be made at the Feaſt of St. *Michael* the Arch-Angel, next following the Date of theſe Preſents, as alſo for the Performance of the Covenants, Payments and Agreements in theſe Preſents mentioned and contained. And whereas the ſaid *C. L. C.* for the better ſecuring the Payment of the ſaid yearly Sum of, *&c.* aforeſaid, hath on the Day of the Date hereof, given a Warrant of Attorney for acknowledging of a Judgment to the ſaid *M. M.* in his Majeſty's Court of Common Pleas, for the ſaid Sums of, *&c.* as by the ſame (Relation being thereunto had) may more fully appear. Now it is hereby declared and agreed, by and between the ſaid Parties to theſe Preſents, and the ſaid *C. L. C.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid *M. M.* his Executors, Adminiſtrators and Aſſigns, for the Conſideration aforeſaid, That if he the ſaid *M. M.* do and ſhall at any Time within one Month next after the Death of, *&c.* pay unto the ſaid C. L. C. or his Aſſigns, the further Sum of, *&c.* of like lawful Money of *England*, which ſaid Sum of, *&c.* he the ſaid C. L. C. doth hereby agree to and with the ſaid *M. M.* his Executors, Adminiſtrators and Aſſigns, to receive and accept upon the Offer or Tender thereof by the ſaid *M. M.* Then he the ſaid C. L. C. ſhall and will by good and ſufficient Conveyance, or other Aſſurance in the Law, to the good Liking and Approbation of the ſaid *M. M.* convey and ſettle, and aſſure unto the ſaid *M. M.* and his *Aſſigns*, to the Uſe of the ſaid *M. M.* and his Aſſigns, one Annuity or yearly Rent-Charge of, *&c.* of lawful Money of *England*, to be iſſuing and going out of certain Lands, Meſſuages or Tenements of him the ſaid *C. L. C.* ſituate, lying and being within the Kingdom of *England*, of the clear yearly Value of, *&c. per Annum.* Free from all Incumbrances whatſoever, **To have**, hold, receive, take and enjoy the ſaid Annuity or clear yearly Rent-Charge of 100 *l.* to the ſaid *M. M.* and his Aſſigns, for and during the Term of the natural Life of him the ſaid *M. M* payable Quarterly, at the four moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) at the Feaſt of St. *Michael* the Arch-Angel, the Birth of our Lord God, the Annunciation of the Bleſſed Virgin *Mary*, and the Nativity of St. *John Baptiſt*, by even and equal Portions, without making any Abatement, for Taxes, Charges or Aſſeſſments, impoſed or to be impoſed by Act of Parliament, or otherwiſe howſoever, The firſt Payment thereof to begin and to be made at ſuch of the ſaid Feaſts as ſhall firſt happen, next and immediately after the Death of the ſaid, *&c.* **And** the ſaid *C. L. C.* for himſelf, his Heirs, Executors,

The Grantor Covenants upon Payment of 100 *l.* more within one Month after, &c. then he will aſſure the ſaid Annuity to be iſſuing out of certain Lands of 200 *l. per Ann.*

To have and to hold the ſaid Annuity for the Life of the Grantee.

Without any Abatement for Taxes, &c.

Covenant for *nomine pœnæ.*

cutors, Adminiſtrators and Aſſigns, doth covenant, grant and agree to and with the ſaid *M. M.* his Executors, Adminiſtrators and Aſſigns, that if it ſhall happen the ſaid Annuity or yearly Rent-Charge of 100 *l.* or any Part thereof to be behind or unpaid, by the Space of twenty Days next following any of the ſaid Days, on which the ſame ought to be paid as aforeſaid, that then and ſo often the ſaid *C. L. C.* his Heirs and Aſſigns, ſhall forfeit and loſe unto the ſaid *M. M.* his Executors, Adminiſtrators and Aſſigns, the Sum of 5 *l.* of lawful Money of *England*, *nomine pœnæ*, and ſo *toties quoties*, for every twenty Days that the ſaid yearly Rent, or any Part thereof, ſhall be behind and unpaid, after any of the ſaid Days whereon it is hereby appointed to be paid, as aforeſaid.

Power to Enter and Diſtrain, &c.

And alſo, that whenever and as often as the yearly Rent of 100 *l.* or any Part thereof, or any Sum or Sums of 5 *l.* *nomine pœnæ*, or any Part thereof, ſhall be behind and in arrear as aforeſaid, then ſo often and from Time to Time, it ſhall and may be lawful to and for the ſaid *M. M.* and his Aſſigns, into and upon the ſaid Meſſuages, Lands, Tenements and Premiſſes whatſoever, out of which the ſaid yearly Rent ſhall be granted and be iſſuing as aforeſaid, and into every Part and Parcel thereof, at his and their Will and Pleaſure to enter and diſtrain for the ſaid yearly Rent of 100 *l.* and the Arrears thereof, and for either or any of them, and the Diſtreſs and Diſtreſſes then and there found, to take, lead, drive, carry away, impound and keep until the ſaid yearly Rent, and all Arrears thereof, and Sums of Money loſt *nomine pœnæ*, and every Part thereof, and all Charges occaſioned by ſuch Diſtreſs and Diſtreſſes, be fully paid and ſatisfied. And the ſaid *C. L. C.* for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, doth covenant, promiſe and agree to and with the ſaid *M. M.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *C. L. C.* *his* Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *M. M.* and his Aſſigns, the ſaid clear yearly Rent of 100 *l.* during the Term of the Natural Life of him the ſaid *M. M.* at ſuch Days and Times as are herein before limited and appointed, without making any Abatement, for or in reſpect of any Taxes, Charges or Aſſeſſments, impoſed or to be impoſed by Act of Parliament or otherwiſe howſoever. **And laſtly,** *It* is agreed by and between the ſaid Parties to theſe Preſents, that he the ſaid *C. L. C.* making ſuch Settlement for the ſame Payment of the ſaid 100 *l. per Annum*, to the ſaid *M. M.* as aforeſaid, all ſubſequent Payments on the ſaid Bond, for the ſame ſhall ceaſe and not otherwiſe: And until Default ſhall happen in Payment thereof, no Execution or other Proceſs ſhall be taken forth on the ſaid Bond or Judgment againſt the Perſon, Lands, Tenements, Goods or Chattels of the ſaid *C. L. C.* But if Default ſhall happen to be made in all or any the Payments, contrary to the Days and Times herein before limited, then the ſaid *M. M* his Executors, Adminiſtrators and Aſſigns, ſhall and may be at Liberty to take forth any Execution or Proceſs upon the ſaid Bond and Judgment, or either of them againſt the ſaid *C. L. C.* his Lands and Tenements, Goods and Chattels. **In Witneſs,** &c.

Covenant truly to pay without any Abatements, *&c.*

Agreed, that after the Settlement made upon them, Lands, *ut ſupr.* all ſubſequent Payment on the Bond ſhall ceaſe, and until Default ſhall happen in Payment, no Proceedings ſhall be upon the Bond or Judgment.

The Condition of this Obligation is ſuch, That if the above bound *C. L. C.* his Heirs, Executors or Adminiſtrators, do well and truly pay, or cauſe

The Condition of the Bond for true Payment, *&c.*

And for Performance of Covenant.

cauſe to be paid unto the above named *M. M.* his Executors, Adminiſtrators or Aſſigns, the clear yearly Payment of 100 *l.* of lawful Money of *England*, during the Natural Life of the ſaid *C. L C.* at the Four moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) —— by even and equal Portions, the firſt Payment thereof to be made on the Feaſt of St. *Michael* the Arch-Angel, next enſuing the Date hereof, without any Deduction, Defalcation or Abatement whatſoever, for or in reſpect of any Taxes, Payments or Aſſeſſments, taxed, charged, or impoſed, or to be taxed, charged, or impoſed by Authority of Parliament, or otherwiſe howſoever, And alſo do and ſhall well and truly obſerve, perform, fulfil, accompliſh, pay and keep all and ſingular the Covenants, Grants, Articles, Clauſes, Proviſoes, Payments, Conditions and Agreements whatſoever, which on the Part and Behalf of the ſaid *C. L. C.* his Heirs, Executors and Adminiſtrators, are or ought to be obſerved, performed, fulfilled, accompliſhed, paid and kept, compriſed or mentioned in certain Articles of Agreement, bearing even Date herewith. And made or mentioned to be made between the ſaid *C. L. C.* of the one Part, and the ſaid *M. M.* of the other Part, in all Things according to the true Intent and Meaning of the ſame, Then this preſent Obligation to be void, or elſe to remain in full Force and Vertue.

A Special Grant of two Annuities.

Conſideration of Releaſe hereafter mentioned.

THis Indenture made, *&c.* Between *G. M.* of, *&c.* of the one Part, and *M. B.* of the other Part, Witneſſeth, That for and in Conſideration of the Releaſe herein after mentioned and contained from the ſaid *M. B.* unto the ſaid G. *M.* and for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England*, by the ſaid *M.B.* unto the ſaid *G. M.* in Hand paid, the Receipt whereof is hereby acknowledged; and for divers other good Cauſes and Conſiderations him the ſaid G. *M.* thereunto eſpecially moving, he the ſaid *G. M.* **Hath** given and granted, and by theſe Preſents doth give and grant unto the ſaid *M. B.* One Annuity or yearly Rent-Charge of Ten Pounds *per Annum*, of lawful Money of *England*, to be iſſuing out of all that his Meſſuage or Tenement, with the Appurtenances; ſituate in, *&c.* *Middleſex*, now or late in the Tenure or Occupation of, *&c.* and all thoſe two other Meſſuages or Tenements, *&c.* **To have**, hold and perceive, and take the ſaid Annuity or yearly Rent-Charge, unto the ſaid *M. B.* and her Aſſigns, for and during the Term of her Natural Life, to be paid at the Feaſts of the Annunciation of the Bleſſed Virgin *Mary*, the Nativity of St. *John Baptiſt*, St. *Michael* the Arch-Angel, and the Birth of our Lord *Chriſt*, by even and equal Portions. And this Indenture further Witneſſeth; That for the Conſiderations aforeſaid, he the ſaid *M.* **Hath** given and granted, and by theſe Preſents doth give and grant unto the ſaid *M. B.* one other Annuity or yearly Rent-Charge of 5 *l. per Annum*, of lawful Money of *England*, to be iſſuing and payable out of the Meſſuages, or Tenements, with the Appurtenances before mentioned, To have, hold, perceive and take the ſaid Annuity or yearly Rent-Charge of 5 *l. per Annum*, unto the ſaid *M. B.* and her Aſſigns, immediately from and after the Deceaſe of the ſaid *G. M.* for and during the Term of 99 Years, if ſhe the ſaid *M. B.* ſhall happen ſo long to live, To be paid at the Feaſts before mentioned, by

Annuity granted of 10 *l. per Ann.* for the Grantee's Life, to iſſue out of certain Tenements.

Another of 5 *l. per Ann.* To commence after the Deceaſe of the Grantor, for 99 Years, if the Grantee lives ſo long.

A Grant of an Annuity, and the ſame further ſecured by a Bargain and Sale, of the Equitable Eſtate and Intereſt in Houſes, to the Grantor, and by the Grantor mortgaged to another: Drawn in ſhort without tedious Recitals.

By Sir *P. V.* *late one of the Judges of the* Com. B.

THIS Indenture made, *&c.* Between *J. B.* of *London, &c.* of the one Part, and *A. B.* of *L.* Spinſter, *&c.* of the other Part. **Whereas** the ſaid *J. B.* hath contracted, concluded and agreed with the ſaid *A. B.* in Conſideration of the Sum of 120 *l.* *&c.* paid unto him by the ſaid *A. B.* to pay unto the ſaid *A.* during her Natural Life, the yearly Sum of 15 *l.* of lawful, *&c.* by half-yearly Payments, as herein after is mentioned, and for ſecuring the juſt and due Payment thereof; Hath by Indenture of Bargain and Sale, Inrolled, or to be Inrolled, Sold unto the ſaid *A. B.* and her Aſſigns, the Annual Rent of 15 *l.* iſſuing out of, and for the Manor of, *&c.* in the County of, *&c.* To have and to hold the ſaid Rent for and during her Natural Life. **Now this Indenture witneſſeth,** That for the further and better ſecuring the ſaid Annual Payment, to be made unto her the ſaid *A. B.* as aforeſaid, and for and in Conſideration of the ſaid Sum of 120 *l.* of lawful Money paid unto him the ſaid *J. B.* by her the ſaid *A. B* the Receipt whereof he doth hereby acknowledge, and thereof doth acquit and diſcharge the ſaid *A. B.* her Executors, Adminiſtrators and Aſſigns, by theſe Preſents, he the ſaid *J. B.* hath granted, bargained and ſold, and he doth by theſe Preſents grant, bargain and ſell unto the ſaid *A. B.* her Executors, Adminiſtrators and Aſſigns, all his Eſtate, Right, Title, Equity of Redemption, Claim and Demand whatſoever, of, in

The Grant.

in or to all thoſe two Meſſuages or Tenements, with *their* and every their Appurtenances, lately *built* upon a certain Piece or Parcel of Ground, ſituate, lying and being, *&c.* (which *ſaid* Piece of Ground was by *T. F.* Citizen, and Plummer of *London*, Demiſed unto *T. N.* Citizen and Tyler and Bricklayer of *London*, his Executors, Adminiſtrators, and Aſſigns, by Indentures 27th Day of *May*, in the Year of our Lord God 1673. From the Feaſt-day of the Nativity of St. *John Baptiſt*, next enſuing the Date of the ſaid recited Indenture of Demiſe, for and during the Term of 37 Years from thence next enſuing, at the yearly Rent of 8 *l.* 10 *s.* of, *&c.* and by Indenture bearing Date the 29th Day of *May*, in the ſaid Year of our Lord, 1673. Was aſſigned by the ſaid *T. N.* to the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, from thenceforth, for and during the Reſidue of the ſaid Leaſe of 37 Years, which was then to come and unexpired.) **To have and to hold** all the ſaid Right, and Equity of Redemption, and all the Eſtate, Right, Intereſt, Claim and Demand of him the ſaid *J. B.* of, in and to the ſaid Piece of Ground, Meſſuages and Premiſſes, and every of them, to her the ſaid *A. B.* her Executors, Adminiſtrators and Aſſigns, in as full and ample Manner, as he the ſaid *J. B.* now hath the ſame, or hereafter may have upon the Payment of the Sum of 100 *l.* of, *&c.* with the Intereſt thereof, to *E. A.* Citizen and *Painter-ſtainer*, of *L.* his Executors, Adminiſtrators, or Aſſigns, for the ſecuring of the Payment of 100 *l.* principal Money, together with Intereſt; the Premiſſes have been aſſigned in Mortgage to the ſaid *E. A.* by the ſaid *J. B.* by an Indenture bearing Date the 24th Day of *June*, *Ann. Dom.* 1686. **And the ſaid J. B.** for himſelf, his Heirs, Executors and Adminiſtrators,

Aſſignments briefly recited.

Grantee covenants he had good Right to grant the Annuity.

And the ſame to be free from Incumbrance.

The Houſes are ſecured free from Incumbrances.

Except the Mortgages and Rent.

ſtrators, doth covenant, promiſe and grant to and with the ſaid *A. B.* her Executors, Adminiſtrators and Aſſigns by theſe Preſents, That at the Time of the Making and Executing of the ſaid Indenture of Bargain and Sale of the ſaid Rent, he has good Right, full Power, and lawful Authority to grant, bargain and ſell the ſaid yearly Rent of 15 *l.* iſſuing out of the Manor aforeſaid, to the ſaid *A. B.* for and during her Life, and that from and after any Failure of Payment of the ſaid yearly Sum of 15 *l.* or any Part thereof contracted for as aforeſaid, and to be paid to the ſaid *A. B.* and her Aſſigns, as herein after is mentioned; it ſhall and may be lawful to and for the ſaid *A. B.* and her Aſſigns, To take, receive, and enjoy the ſaid Annual Rent of 15 *l.* to her and their own Uſe and Uſes, without the Let, Trouble, or Interruption of the ſaid *J. B.* or of any Perſon or Perſons claiming the ſaid Rent, any Part thereof, or any Right, Title, or Intereſt therein, by, from or under the ſaid *J. B.* and freed, cleared, acquitted and diſcharged of and from all former Bargains, Sales, Mortgages, Eſtates, Judgments, Statutes, Charges and Incumbrances whatſoever, had, made, done, or ſuffered by him the ſaid *J. B.* or by his Means or Procurement; And the ſaid J. B. for himſelf, *&c.* doth further covenant, *&c.* That the ſaid two Meſſuages and Premiſſes, and Piece or Parcel of Ground built as aforeſaid, and every Part thereof are and is at the Time of the executing of theſe Preſents, free and clear, and diſcharged of all and every other Mortgage, Charge or Incumbrance, for and during the Reſidue of the ſaid Term of 37 Years now to come therein, ſaving the Mortgage thereof made as aforeſaid to the ſaid *F. A.* and the ſaid yearly Rent of 8 *l.* 10 *s.* reſerved upon the Demiſe of the ſaid Term as aforeſaid, and that *there* is now due to the ſaid *E. M.* upon the ſaid Mortgage, no more than the Sum of one hundred Pounds, and Intereſt for three Months; **And** that the immediate Right, Title, and Equity of Redemption, of and in the ſaid mortgaged Term in the ſaid Meſſuage, Piece of Ground and Premiſſes, and every of them at the Time of the Executing of theſe Premiſſes, is lawfully and rightfully in him the ſaid *J. B.* and he hath good Right and lawful Authority to bargain and ſell the ſame to the ſaid *A. B* her Executors, Adminiſtrators and Aſſigns, according to the true Intent and Meaning of theſe Preſents; **And that the ſaid J.** B. his Executors or Adminiſtrators, ſhall and will well and truly pay to the ſaid *E. A.* his Executors, Adminiſtrators or Aſſigns, the ſaid principal Sum of 100 *l.* together with all Intereſt that ſhall be due thereupon, and ſhall defray all other Charges requiſite for the Redemption of the ſaid Premiſſes within one Year next enſuing the Date of theſe Preſents, and immediately upon Payment thereof, ſhall and will at the Coſts and Charges of the ſaid *J. B.* his Executors or Adminiſtrators, procure an Aſſignment of the ſaid Meſſuages, Piece of Ground, and Premiſſes, for the Reſidue of the ſaid Term of 37 Years, which ſhall then be to come and unexpired, in the ſame to be made to her the ſaid *A. B.* and her Aſſigns (in caſe ſhe ſhall be then living) by the ſaid *E. A.* his Executors, Adminiſtrators or Aſſigns, for the better and further ſecuring of the ſaid yearly Payment of 15 *l.* to her the ſaid *A. B.* and her Aſſigns, during her Life. And immediately from and after Failure of Payment of the ſaid Annual Sum of 15 *l.* or any Part thereof (the ſaid Year from the

That the Grantor ſhall pay off the Mortgage-Money within a Year, and procure an Aſſignment.

Date thereof, being expired) it ſhall and may be lawful to and for the ſaid *A. B.* and her Aſſigns, to have, hold, poſſeſs and enjoy, the ſaid Meſſuages and Parcel of Ground built upon as aforeſaid, for and during the Reſidue of the ſaid Term of 37 Years, which ſhall be at ſuch Failure of Payment as aforeſaid, to come and unexpired, freed of all Incumbrances, excepting the ſaid yearly Rent of 8 *l.* 10 *s.*

Covenant to pay the Annuity.

Free from Taxes, *&c.*

And the ſaid J. B. for himſelf, *&c.* doth covenant, *&c.* That he the ſaid *J. B.* his Heirs, Executors and Adminiſtrators, ſhall and will well and truly pay to the ſaid *A. B.* and his Aſſigns, the yearly Sum of 15 *l.* of, for and during ſo long Time as the ſaid *A. B.* ſhall live, without any Deduction or Defalcation to be made out of the ſame for Taxes, Publick Charges or other Impoſitions granted by Act of Parliament, or any other Authority, or for any other Matter or Thing whatſoever, the ſaid yearly Sum to be paid in equal Portions, half yearly at the two moſt uſual Feaſt-days (that is to ſay) the Feaſt-day of St. *Michael*, &c. the firſt Payment thereof (that is to ſay, 7 *l.* 10 *s.* to be paid at the Feaſt-day of St. *Michael*, next enſuing the Date hereof, and ſo a like Sum of Money at each of the ſaid Feaſt-days, for ſo long Time as the ſaid *A. B.* ſhall live;

Further Aſſurance.

And that immediately from and after Failure of Payment of the ſaid Annual Sum of Money, or any Part thereof, the ſaid *J. B* his Executors, Adminiſtrators, and Aſſigns, ſhall at the Requeſt and Coſt and Charge in the Law of the ſaid *A. B.* or her Aſſigns, make, do, ſuffer and execute all ſuch farther Act or Acts, and Aſſurances in the Law as ſhall be required or adviſed by the ſaid *A. B.* or her Aſſigns, her or their Counſel learned in the Laws, for the further and better aſſuring of the ſaid yearly Rent of 15 *l.* iſſuing out of, and from the

Manor of, *&c.* aforeſaid, to her the ſaid *A. B.* for and during her Life, and of the ſaid Meſſuages and Premiſſes built as aforeſaid upon the ſaid Parcel of Ground, for and during the Reſidue of the Term aforeſaid, then to come and unexpired; **And laſtly**, it is concluded, *&c.* that until there be a Failure of Payment of the ſaid yearly Sum of 15 *l.* or ſome Part thereof, covenanted to be paid as aforeſaid to the ſaid *A. B.* during her Life, it ſhall and may be lawful to and for the ſaid *J. B.* his Heirs, Executors and Adminiſtrators, to take and receive the ſaid yearly Rent of 15 *l.* iſſuing and going out of the aforeſaid Manor, *&c.* and the Rents and Profits of the ſaid Meſſuages and Premiſſes, to his and their own Uſe and Uſes, without the Hindrance or Interruption of the ſaid *A. B.* her Executors, Adminiſtrators or Aſſigns, and without any Account to be rendred to her or them for the ſame.

Till Failure of Payment, the Grantor to enjoy, &c.

In Witneſs, &c.

Articles of Agreement Quinque-Partite, *Indented, Made,* &c. *Between* S. H. *of,* &c. *Eſq;* *and* E. *his Wife, of the firſt Part. Sir* E. F. *of,* &c. Bar. *of,* &c. *of the ſecond Part, Sir* R. A. *of,* &c. *Baronet, of the third Part;* S. H. *of* C. *&c. Eſq;* *and* E *his Wife, only Daughter of the ſaid Sir* R. A. *of the fourth Part, and* P. M. *of,* &c. *Gent. of the fifth Part, in Manner following,* viz.

Baron and Feme covenant to convey, *&c.* to *P. M.* his Heirs and Aſſigns to hold during the Feme's Life.

IMPRIMIS, The ſaid firſt named *S. H.* for himſelf and his Heirs, Executors and Adminiſtrators, for the Conſiderations herein after mentioned, doth covenant, promiſe and agree, to and with the ſaid *P. M.* his Heirs and Aſſigns, by theſe Preſents, That he the firſt named *S H* and *E.* his Wife, and all and every other Perſon and Perſons, having, or claiming to have or claim, or which ever had any Eſtate or Intereſt in or to the Lands or Tenements herein after mentioned, or any Part thereof, from, by or under the ſame *S. H.* and *E.* his Wife, or either of them, or in Truſt for them, or either of them, ſhall and will before the End of *Eaſter* Term next enſuing the Date of theſe Preſents, upon the Requeſt of the ſaid *P. M.* his Heirs or Aſſigns, at the Coſts and Charges in the Law of the ſaid *P. M.* his Heirs or Aſſigns, well and ſufficiently, and by ſuch Conveyance and Aſſurance, and of ſuch Title as ſhall be approved of by the Counſel learned in the Law, of the ſaid *P. M.* his Heirs or Aſſigns, or unto ſuch other Perſon or Perſons as he or they ſhall for that Purpoſe nominate or appoint all thoſe ſeveral Pieces or Parcels of Meadow, Paſture and Wood-ground, herein after particularly mentioned, and which are Part of the Manor or Farm called, *&c.* (*that* is to ſay) All that Wood, and Parcel of Wood-ground, *&c.* and alſo all Hedges, Ditches, Mounds, Fences, Ways, Water-courſes, Profits, Commodities, Advantages, Hereditaments and Appurtenances to the ſaid ſeveral Cloſes or Parcels of Land, Meadow and Paſture, and other the Premiſſes, or any of them belonging, or in any wiſe appertaining, or with them or any of them uſually held, occupied or enjoyed as Part, Parcel, or Member thereof. To have and to hold all and ſingular the ſaid Cloſes or Parcels of Land, Meadow, Paſture, Wood-ground, and other the Premiſſes, unto the ſaid *P. M* his Heirs and Aſſigns, or unto ſuch other Perſon or Perſons as he or they ſhall for that Purpoſe nominate, and to their Heirs, for and during the Natural Life of the ſaid *E.* the Wife of the ſaid firſt named *S. H.*

Item, The ſaid *P. M.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *S. H.* and *E.* his Wife, their Executors and Adminiſtrators, that he the ſaid *P. M.* his Heirs, Executors or Adminiſtrators, or ſome of them, ſhall and will upon the Execution of ſuch Conveyances and Aſſurances as aforeſaid, and in Conſideration thereof well and truly pay, or cauſe to be paid unto the ſaid *S. H.* and *Eliz.* his Wife, their Heirs, Executors, Adminiſtrators or Aſſigns, the Sum of 1461 *l.* 10 *s.* of lawful Money of *England.*

The ſaid *P. M.* covenants with the ſaid Baron and Feme, upon the Execution of ſuch Conveyance, to pay them 1461 *l.* 10 *s.*

Item,

Sir *E. F.* covenants to convey the Reverſion in Fee after the Life of the aforeſaid Feme, to the ſaid *P. M.* and his Heirs for ever.

Item. The ſaid Sir *E. F.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *P. M.* his Heirs and Aſſigns by theſe Preſents, that the ſaid Sir *E. F.* and his Heirs, and all and every other Perſon and Perſons whatſoever, having or claiming to have or claim, or which ever had the ſaid Cloſes, Pieces, or Parcels of Ground, and other the before-mentioned Hereditaments and Premiſſes, or any Part thereof, either in Poſſeſſion, Reverſion, Remainder or Expectancy, from, by, or under, or in Truſt for him the ſaid Sir *E. F.* his Heirs or Aſſigns, or any of them, ſhall and will before the End of the ſaid *Eaſter* Term, upon the Requeſt of *P. M.* his Heirs or Aſſigns, and at the Coſts and Charges in the Law of the ſaid *P. M.* his Heirs or Aſſigns, well and ſufficiently, and by ſuch Conveyance and Aſſurance, and of ſuch Title as ſhall be approved of by the Counſel learned in the Law of the ſaid *P. M.* his Heirs or Aſſigns, convey and aſſure unto the ſaid *P: M.* his Heirs and Aſſigns, or ſuch other Perſon and Perſons as the ſaid *P. M.* his Heirs and Aſſigns, ſhall for that Purpoſe nominate or appoint, the Reverſion and Inheritance in Fee-ſimple, of all and ſingular the before mentioned Cloſes, Lands, Hereditaments and Premiſſes, with the Appurtenances expectant upon the Death of the ſaid *E.* the Wife of the ſaid firſt named *S. H.* if the ſame *E.* ſhall be then living, or in caſe ſhe the ſame *E.* ſhall be then dead, the Freehold and Inheritance in Fee-ſimple of all and ſingular the Premiſſes, To have and to hold the ſame unto the ſaid *P. M.* his Heirs and Aſſigns for ever, or unto ſuch other Perſon or Perſons as he or they ſhall for that Purpoſe, nominate and appoint, and to their Heirs and Aſſigns for ever.

Item, The ſaid *P. M.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid Sir *E. F.* his Heirs Executors and Adminiſtrators, that he the ſaid *P. M.* his Heirs, *&c.* ſhall and will upon the Execution of ſuch the laſt mentioned Conveyances and Aſſurances of the Reverſion and Inheritance of the ſaid Premiſſes (in caſe the ſaid *E.* the Wife of the firſt named *S. H.* ſhall be living at the Time of the executing the ſame) and in Conſideration thereof well and tru'y pay, or cauſe to be paid unto the ſaid *E. F.* his Heirs or Aſſigns, the Sum of   of lawful, *&c.* or in caſe the ſame *E.* ſhall happen to die before the Execution of the ſaid Conveyances and Aſſurances of the ſaid Reverſion and Inheritance of the ſaid Premiſſes, then the ſaid *P. M.* his Heirs, *&c.* ſhall and will upon the Execution of ſuch the laſt mentioned Conveyances and Aſſurances of the ſaid Freehold and Inheritance of the ſaid Premiſſes, and in Conſideration thereof, ſhall well and truly pay, or cauſe to be paid unto the ſaid Sir *E. F.* his Heirs or Aſſigns, the Sum of   of lawful Money of *England.*

The ſaid *P. M.* covenants with the ſaid Sir *E. F.* upon the Execution of ſuch Conveyance of the Reverſion and Inheritance in the Premiſſes, to pay him the Sum of, *&c.*

Item, The ſaid Sir *R. A.* for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England*, to him in Hand paid by the ſaid *P. M.* doth himſelf, his Heirs, *&c.* covenant, promiſe and agree to and with the ſaid *P. M.* his Heirs and Aſſigns, and alſo to and with the firſt named *S. H.* his Executors and Adminiſtrators by theſe Preſents, That he the ſaid Sir *R. A.* and Dame *E.* his Wife, and the Heirs of the ſaid Sir *R. A.* ſhall and will for the better conveying and aſſuring the ſaid Lands, Tenements, Hereditaments and Premiſſes, unto the ſaid *P. M.* his Heirs and Aſſigns, at the Coſts and Charges of the ſaid *P. M.* his Heirs or Aſſigns, join in and execute all and every, or any the Conveyances or Aſſurances afore-mentioned, freed and diſcharged of and from all Eſtates, Charges, Titles and Incumbrances whatſoever, had, made, done or committed by the ſaid Sir *R. A.* and his Anceſtors, or any of them, or by any other Perſon or Perſons, claiming or to claim, by, from or under, or in Truſt for them, or any of them, other than and except an Eſtate for the Life of the ſaid *E. H.* firſt named of and in the Premiſſes, an Eſtate of Inheritance in Fee-ſimple, of and in the Premiſſes heretofore conveyed, or agreed to be conveyed unto the ſaid Sir *E. F.* his Heirs or Aſſigns, or unto ſome other Perſon or Perſons in Truſt for him and them. And alſo one Indenture of Leaſe made by *R. A.* Eſq; deceaſed, late Son and Heir apparent of the ſaid Sir *R. A.* unto one *R. P.* of ſo much of the ſaid Premiſſes as is in the Poſſeſſion of the ſaid *R. P.* for a Term of twenty-one Years, commencing from, *&c.* under the yearly Rent of 80 *l.* and one other Indenture of Leaſe made by the ſaid *R. A.* deceaſed, unto one *J. E.* of ſo much of the ſaid Premiſſes as is in Poſſeſſion of the ſaid *J. E.* for the Term of Twenty-one Years, commencing, *&c.* under the yearly Rent of 64 *l.* always excepted and fore-prized.

Sir *R. A.* covenants with the ſaid *P. M.* *&c.* that he and Dame *E.* his Wife, will join in the Aſſurances of the Premiſſes freed from all Titles and Incumbrances, except, *&c.*

G. M. covenants with the ſaid *P. M.* *&c.* that he and *E.* his Wife will join in the Aſſurances aforementioned.

Item, The ſaid *S. H.* of *C. &c.* for himſelf, his, *&c.* doth covenant, promiſe and agree, to and with the ſaid *P. M.* his Heirs and Aſſigns, That the ſame *S. H.* and *E.* his Wife, ſhall and will for the better conveying the Premiſſes as aforeſaid, at the Requeſt and Coſts of the ſaid *P. M.* his

Heirs or Aſſigns, join in and execute all and every the ſaid Conveyances and Aſſurances aforementioned, or any of them.

Item, It is mutually agreed and declared to be the true Intent and Meaning of theſe Preſents, and the Parties hereunto, that if it ſhall happen, That any of them the ſaid *S. H.* firſt named, and *E.* his Wife, Sir *E. F.* Sir *R. A.* and Dame *E.* his Wife, their Heirs, Executors or Adminiſtrators, ſhall neglect to perform his or their Parts of the Covenants and Agreements herein contained, that then and in any ſuch Caſe, the ſaid *P. M.* his Heirs, Executors and Adminiſtrators, or any of them, ſhall not be hereby obliged to perform his and their Covenants herein contained, or any of them, but ſhall, if he ſhall think fit, be abſolutely diſcharged of the ſame.

Agreed and declared, That if the firſt mentioned Baron and Feme, Sir *E. F.* Sir *R. A.* and Dame *E.* his Wife, or any of them, ſhall not perform their Covenants, then the ſaid *P. M.* ſhall not be obliged to perform his.

In witneſs, &c.

Articles of Agreement indented, made, concluded, and fully agreed upon the Day of Anno Dom. 1696. *and in the 8th Year, &c. Between Sir* Thomas M. *of, &c. of the one Part, and Sir* Richard O. *&c. of the other Part; as followeth, viz.*

Conſidera-tion.

WHEREAS a Marriage is ſhortly intended by God's Grace to be had and ſolemnized between *T. M.* Eſq; Son and Heir Apparent of the ſaid Sir *T. M.* and *E. O.* eldeſt Daughter of the ſaid Sir *R. O.* **Now** theſe preſent Articles witneſs, That in Conſideration of the ſaid Marriage, and of the Sum of 8000 *l.* to be paid to the ſaid Sir *T. M.* by the ſaid Sir *R.* O for the Marriage-Portion of the ſaid *E.* as herein after is mentioned, The ſaid Sir *T. M.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and agree, to and with the ſaid Sir *R. O.* his Executors and Adminiſtrators by theſe Preſents, in Manner following; that is to ſay, That in caſe the ſaid Marriage ſhall take Effect, he the ſaid Sir *T. M.* and *T. M.* his Son, ſhall and will within the Space of ſix Months next after the ſaid *T. M.* the Son, ſhall attain the Age of 21 Years, and at the equal Coſt and Charges (except the Coſt and Charges of levying the Fines and Recoveries) of the ſaid *T. M.* and Sir *R.* O. their Heirs, Executors or Adminiſtrators, by good Conveyances in the Law, ſettle and aſſure all thoſe the Manors or Lordſhips

Settlement to be made of, &c.

of, &c. in the County of E. And all their and every of their Rights, Members and Appurtenances whatſoever, and all that the Manor or Meſſuage and Farm, of, &c. with the Appurtenances, ſet, lying, and being in the Pariſh, &c. and the Soil and Ground thereof, with the Appurtenances, ſet, lying and being in the Pariſh of *S.* aforeſaid, in the ſaid County of E. and alſo that Park and Ground, &c. and of the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Manors and Premiſſes, and of every Part and Parcel thereof, To and for the ſeveral Uſe and Uſes, Ends, Intents and Purpoſes, and under the Proviſoes, Conditions and Agreements herein after mentioned, expreſſed and declared; that is to ſay, As to, for, and concerning the ſeveral Meſſuages, Farms, Lands, Tenements, Tythes and Hereditaments, Parcel of the ſaid Premiſſes in the ſeveral Occupations of *J. W. E. N. J. P. C. M. J. W. R. B.* Parcel of the ſaid Manors of *S. M. B. B.* ſome, or one of them, To *T. M.* the Son, for and during the Term of his Natural Life, without Impeachment of Waſte. And after the Determination of that Eſtate, to Truſtees and their Heirs, to be nominated by the ſaid Sir *R. O.* his Executors or Adminiſtrators, to preſerve the contingent Remainders: And as for and concerning the Meſſuages, Farms, Lands, Tenements and Hereditaments in the ſeveral Occupations of *M W* and *J. W.* Alſo Parcel of the Manor of *S. M. B. B.* ſome or one of them in the ſaid County of *E.* and as for and concerning the ſaid Copperas Work, and the ſeveral Meſſuages, Farms, Lands, Tenements and Hereditaments, Parcel or reputed Parcel of the ſaid Manor of, &c. Now in the ſeveral Tenures or Occupation of the ſaid Sir *H. C. J. S.* *J. W.*

Part to the Uſe of the intended Husband for Life, and after to Truſtees, to preſerve the contingent Remainders.

Other Part of the Premiſſes to the Uſe, &c. with a Limitation to Truſtees *ut ſupr.*

J. W. M. C. F. J. and *R. C.* their Aſſigns or Under-tenants reſpectively, to the Uſe of the ſaid *T. M.* for and during the joint Lives of the ſaid Sir *T. M.* and *T.* his Son; And from and after the Deceaſe of the ſaid Sir *T. M.* to the Uſe of the ſaid *T. M.* the Son, for the Term of his Natural Life, without Impeachment of Waſte, with a Limitation to ſuch Truſtees as aforeſaid, and their Heirs, to preserve the contingent Remainders.

After the Death of the intended Husband, to the Uſe of the intended Wife for Life, for a Jointure, &c.

And as to all the ſaid Premiſſes, ſo as aforeſaid, limited to the ſaid *T. M.* the Son, for his Life, from and after the Deceaſe of the ſaid *T. M.* the Son, to the Uſe and Behoof of the ſaid *E. O.* for and during the Term of her Natural Life for her Jointure, and in Bar and full Recompence and Satisfaction of her Dower and Thirds.

The Reſidue of the Premiſſes, to the Uſe of Sir *T. M.* for Life, with a Limitation in Truſt, *ut ſupra.*

And as for and concerning the ſaid ſeveral Manors, Lordſhips, Lands, Tythes, Hereditaments and Premiſſes in the ſaid County of *E.* whereof no Uſe or Uſes is herein before directed to be limited, to the Uſe of the ſaid *T. M.* the Son, for and during the joint Lives of him the ſaid *T. M.* and the ſaid Sir *T. M.* And after the Deceaſe of the ſaid *T. M.* to the Uſe of the ſaid Sir *T. M.* for and during the Term of his Natural Life, with Limitation to ſuch Truſtees and their Heirs, as aforeſaid, to preſerve the contingent Remainders;

Remainder to the intended Huſband for Life, without Impeachment, &c.

And as to the ſaid Moiety of the ſaid Manors of
whereof no Uſe is herein before directed, to be limited to the Uſe and Behoof of the ſaid Sir *T. M.* and his Aſſigns, for and during the Term of his Natural Life, without Impeachment of Waſte; And from and after his Deceaſe, to the Uſe of the ſaid *T. M.* the Son, for and during the Term of his Natural Life, without Impeachment of Waſte, with a Limitation to ſuch Truſtees as aforeſaid, to preſerve the contingent Remainders.

and as to all the ſaid Manors, Lordſhips, Meſſuages, *&c.* from and after the reſpective Determinations of the ſeveral Uſe and Uſes thereof herein before directed to be limited, and as the ſame reſpectively ſhall end and determine to the Uſe of the firſt Son of the Body of the ſaid *T. M* on the Body of the ſaid *E.* lawfully to be begotten, and the Heirs male of the Body of ſuch firſt Son lawfully iſſuing, with the Remainder to the Second, Third, and all and every other the Son and Sons, and enſeint Sons of the ſaid *T. M.* to be begotten on the Body of the ſaid *E.* ſeverally and ſucceſſively, and the Heirs male of their reſpective Bodies lawfully iſſuing, the eldeſt and firſt-born of ſuch Son and Sons, and the Heirs male of his Body, to be always preferred before the Younger, and the Heirs Male of his Body. **And for Default** of ſuch Iſſue, as to the ſaid Moieties of the ſaid Manors of *B.* and *P.* to the Uſe of the Truſtees to be by the ſaid Sir *R. O.* his Executors or Adminiſtrators named in ſuch Settlement for the Term of 500 Years, without Impeachment of Waſte for the raiſing of Portions and Maintenances of the Daughters, as herein-after is named. **And** as for and concerning all the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, from and after the Determination of the ſeveral Uſes and Eſtates thereof ſo to be limited, appointed and declared, and as the ſame ſhall reſpectively End and Determine, To the Uſe of the ſaid Sir *T. M.* and the Heirs male of his Body: And for Default of ſuch Iſſue, to the Uſe of the right Heirs of the ſaid Sir *T. M.* for ever. **And it is further agreed**, That Proviſion ſhall be made in the ſaid Settlement, or otherwiſe out of ſome Part of the Premiſſes for raiſing 120 *l. per Ann.* to be paid to the ſaid *E.* by Quarterly Payments, for her ſeparate

Remainder to the Firſt, and other Sons and eſeint Sons in Tail Male.

The eldeſt to be prefer'd, *&c.*

For Default of ſuch Iſſue, to the Uſe of the Truſtees afore-mention'd for 500 Years, for raiſing of Portions and Maintenance of Daughters after the Determination of the Uſes already limited, then to the Uſe of Sir *T. M.* and the Heirs Male of his Body, the Remainder to the Uſe of his right Heirs.

A Proviſion to be made of 120 *l. per An.* for the Wife's ſeparate Uſe, *&c.*

Uſe, during the joint Lives of the ſaid Sir *T. M.* and *T.* the Son; and after the Deceaſe of the ſaid Sir *T.* for raiſing and Payment of the Sum of 160 *l. per Annum*, to the ſaid *E.* during the Life of the ſaid *T. M.* in ſuch Manner as that the ſame may be at the ſole Diſpoſe of the ſaid *E.* excluſive, to the ſaid *T. M.* her intended Huſband.

Daughters Portions limited, payable at 18 Years, or Day of Marriage.

60 *l. per An.* for the Maintaining of each Daughter under 12 Years, and 70 *l.* after, till Portion payable.

And it is further agreed, That the Proviſion for Daughters, if no Sons, by the ſaid Term to be limited to Truſtees for that Purpoſe, ſhall be as followeth; To wit, If but one Daughter, 6000 *l.* for her Portion; if two Daughters, 8000 *l.* for their Portions, to be equally divided amongſt them, and payable at her or their reſpective Age or Ages of 18 Years, or Day of Marriage firſt happening: And that Proviſion ſhall be made for the ſaid Term, for 60 *l. per Annum*, for the Maintenance of each Daughter, until the Age of 12 Years, and of 70 *l. per Annum* afterwards, until her Portion ſhall be payable.

A Proviſion to be made, that the Huſband may charge the Wife's Jointure after her Death, for the Payment of younger Childrens Portions.

And it is further agreed, That Proviſion ſhall be made in the ſaid Settlement, That in Caſe there ſhould be a Son, and any other Child or Children, Son or Sons, Daughter or Daughters begotten by the ſaid *T. M.* on the Body of the ſaid *E. O.* then the ſaid *T. M.* ſhall have Power by his Laſt Will and Teſtament in Writing, or any Deed under his Hand and Seal, atteſted by two or more credible Witneſſes, to charge all or any the Premiſſes herein agreed to be limited to the ſaid *E.* for a Jointure to take Effect after her Death, for and with the Payment of any Sum or Sums of Money, not exceeding in the Whole, the Sum of, *&c.* for the Portion or Portions of ſuch younger Child or Children, and to be paid in ſuch Proportion and Manner as the ſaid *T. M.* ſhall direct. **And it is further agreed**, And the ſaid Sir *R. O.* for himſelf, his

Heirs, Executors, and for every of them, doth covenant, promiſe and agree, to and with the ſaid *T.* Sir *M.* his Executors and Adminiſtrators, and to and with every of them, by theſe Preſents in Manner following; that is to ſay, That he the ſaid Sir *R. O.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid Sir *T. M* his Executors, Adminiſtrators or Aſſigns, upon the executing and perfecting the ſaid Settlement ſo to be made as aforeſaid, the Sum of 6000 *l.* of lawful Money of *England*, with Intereſt for the ſame, after the Rate of 5 *l. per Cent. per Annum*, from the Day of the Date of theſe Preſents, until ſuch Payment. **And alſo**, That he the ſaid Sir *R. O.* his Heirs, Executors or Adminiſtrators, ſhall and will upon the executing and perfecting ſuch Settlement as aforeſaid, well and ſufficiently ſecure by Lands, the further Sum of 2000 *l.* of lawful Money of *England*, to be paid to the ſaid Sir *T. M.* his Executors, Adminiſtrators or Aſſigns, at the Death of the ſaid Sir *R. O.* or the Marriage of *T. O.* Eſq; Son and Heir apparent of the ſaid *R. O.* firſt happening: And if neither of them happen within the Space of 4 Years now next coming, Then the ſaid Sir *R. O.* his Heirs, Executors and Adminiſtrators, ſhall pay or cauſe to be paid unto the ſaid Sir *T. M.* his Executors, Adminiſtrators or Aſſigns, Intereſt for the ſaid 2000 *l.* from the End of the ſaid four Years, after the Rate of four Pounds *per Cent. per Annum*, by Half-yearly Payments, until the ſame ſhall be paid. **And it is further agreed**, That upon Payment and ſecuring the ſaid Portion of 8000 *l.* as aforeſaid, The ſaid *T. M.* the Son, ſhall releaſe the ſaid Sir *R. O.* his Executors and Adminiſtrators, of and from all Legacies, Gifts, or Bequeſts of Money given or bequeathed

The Wife's Father covenants to pay the Portion with Intereſt till paid.

Upon executing the ſaid intended Settlement.

Covenant for the Husband to releaſe upon Payment.

Proviſion to be made, that in Caſe the Wife die, the Husband may make a Jointure out of the Premiſſes for a ſecond Wife.

ed to the ſaid *E. O.* by Sir *T. F.* Knight and Baronet, deceaſed; or by Sir *H. T.* Knight, deceaſed, and of and from all Monies ariſing to the ſaid *E.* by or out of the Eſtate of Dame *E. T.* deceaſed, or any of them. **And it is further agreed,** That Proviſion ſhall be made in the Settlement to be made as aforeſaid, In Caſe of the Death of the ſaid *E.* to enable the ſaid *T. M.* the Son, to make a Jointure for any Wife, he ſhall then after marry out of any of the ſaid Farms that he ſhall be then in Poſſeſſion of, for the Term of her Natural Life, not exceeding the yearly Value of 400 *l. per Annum*, the Manſion-houſe, and the Farm and Demeſnes therewith commonly uſed, to be no Part thereof.

In Caſe the Son dies before 21, and Settlement be not made.

Then the Portion to the intended Wife, if ſhe ſurvives.

Provided Nevertheleſs, and it is agreed by and between the ſaid Parties to theſe Preſents, That in Caſe it ſhall happen that the ſaid *T. M.* the Son, ſhall die or depart this Life before he ſhall attain the ſaid Age of 21 Years, and before the ſaid intended Settlement ſhall be made, and if the ſaid *E. O.* ſhall him ſurvive, then and in ſuch Caſe, all and every the Covenants and Agreements herein mentioned and contained for the Making ſuch Settlement, and the Payment of the ſaid 8000 *l.* for the Portion of the ſaid *E. O.* to the ſaid Sir *T. M.* aforeſaid, ſhall ceaſe and be void and of none Effect. And then and in ſuch Caſe the ſaid Sir *R. O.* his Heirs, Executors or Adminiſtrators, ſhall pay unto the ſaid *E. O.* within next after the Deceaſe of the ſaid *T. M.* the Sum of 8000 *l.* which ſhould have been paid to the ſaid Sir *T. M.* in Caſe the ſaid Jointure were made, which the ſaid Sir *R. O.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby promiſe and agree, with the ſaid Sir *T. M.* his Executors and Adminiſtrators, to do accordingly.

And to Daughters, if any, &c.

But in Caſe the ſaid *T. M.* the Son ſhall die before he attain his Age of 21 Years without Iſſue male, born in his Life-time, or after his Deceaſe, and if he ſhall have any Daughter or Daughters by him begotten on the Body of the ſaid *E.* living at his Death, or born after his Deceaſe; then the ſaid Sir *T. M.* ſhall pay to ſuch Daughter, if but one, the Sum of 5000 *l.* for her Portion, and if two or more, the Sum of 6000 *l.* for their Portions, to be equally divided, and to be paid at the Age or Ages of 18 Years, or Day or Days of Marriage of ſuch Daughter or Daughters which ſhall reſpectively firſt happen. **And it is further agreed**, And the ſaid Sir *T. M.* doth hereby covenant and promiſe, to give and deliver unto the ſaid *T. M.* his Son, immediately upon the making ſuch Settlement, All the Plate, Beds, Bedding and Furniture whatſoever, in and about the Capital Meſſuage or Manſion-houſe at *S.* aforeſaid, and the Out-houſes thereunto belonging. And in Caſe the ſaid *T. M.* and *E.* ſhall not think fit to inhabit there immediately, nor take Poſſeſſion of the Demeſnes at preſent, nor take Care to preſerve the Gardens in Order, then the ſaid Sir T. M. will continue in the ſame, and pay and anſwer the Rents of the Demeſnes and Tythes that are in Hand to his Son, according to the Particular given in upon his Marriage, deducting only the Charge of keeping the Gardens, not exceeding   *per An.* And alſo to ſatisfy the preſent Miniſter, as he now receives for Tythes and Family-duty.

Covenant by the Husband's Father, to deliver up the Capital Meſſuage and Houſhold Goods to the Son, &c.

Or pay Rent for the ſame.

In Witneſs, &c.

Articles of Agreement made the, &c. between the Honourable Sir H. G. *Baronet, Sir* J. B. *Knight, Sir* J. C. *Knight,* R. A. *Eſq; Senior,* J. S. L. A. J. E. *Sen.* W. G. S. E. G. E. W. C. *and* F. H. *Eſquires; Maſters of the Bench of the Honourable Society of* Lincoln's-Inn, *of the one Part, and* H. S. *of the ſame Society, Eſq; of the other Part.*

Inducement.

WHEREAS the ſaid *H. S.* is ſeized of, and doth claim to himſelf, by Virtue of a Title derived to him from the Crown, or otherwiſe, the Soil, Freehold and Inheritance of that open place of Ground on the South and South-Weſt Side of *Lincoln's-Inn* Walls, commonly called or known by the Name of *Lincoln's-Inn Little Fields,* or *Ficket's Fields:* And Whereas, ſeveral Diſputes and Differences have lately ariſen between the ſaid Maſters of the Bench, on the Behalf of the ſaid Society, and him the ſaid *H. S.* concerning the erecting of ſeveral Buildings upon the ſaid Ground. Now for the ſettling and accommodating of the ſaid Matters, It is agreed by and between the ſaid Parties to theſe Preſents, in manner following:

Bounds of the new Court of *Lincoln's-Inn.*

Imprimis, It is agreed, That ſo much of the ſaid Ground as is herein after particularly abutted and bounded; That is to ſay, All that Part of the ſaid Ground from the Walls of *Lincoln's-Inn,* Southwards to the Rail, immediately before Sir *R. P's* Buildings, running parallel with the

Way from *Bell-yard's* end, to *Plough-Stable's-Inn*, and from the Space of ten Feet Diſtance from the Houſes and Walls on the Eaſtern Part of the ſaid Field, ſo far Weſtward as will run in a juſt Parallel from North to South with the Corner of the baſe Court-Wall, and ſo far further as may run in a parallel Line from North to South, within eight Feet of *Portugal-Row End*, ſhall from Time to Time, and at all Times hereafter be diſpoſed of, and ſuch Buildings only ſhall be erected thereupon, and the Buildings erected ſhall be employed in Manner only as heretofore is expreſſed.

To be built at the proper Charge of *H. S.* and in what Manner.

Item, It is agreed, That he the ſaid *H. S.* his Heirs or Aſſigns, at his or their own proper Coſts and Charges, ſhall within three Years next enſuing the Date hereof, erect and build in and upon the ſaid Parcel of Ground, ſo bounded out as aforeſaid, three Ranges of Buildings; that is to ſay, one Row or Range of the ſaid Buildings, to be erected on the Eaſtern Part of the ſaid Piece of Ground, and to be extended from the *South-Weſt* Corner of the Kitchen-Garden Wall of the ſaid Society, on the North-ſide of the ſaid Field, all along Southward to the Diſtance of threeſcore Feet, from the Buildings of Sir *R. P.* and the ſecond Row or Range of the ſaid Buildings on the Weſt Part of the ſaid Ground, to begin at the North End of the now Gardiner's Houſe of the ſaid Society, and to extend Southward to the Diſtance likewiſe of threeſcore Feet, from the Houſes on the South-ſide of the Way from *Bell-yard* to *Plough-Stables*, and to range with *Lincoln's-Inn* Long Wall, from Turn-Stile to the ſaid Gardiner's Houſe: And the third Row or Range of the ſaid Buildings on the Southern Side of the ſaid Field, and to extend from the

End of the firſt Row or Range on the Eaſtern Part of the ſaid Ground, to the End of the ſaid ſecond Row or Range on the Weſtern Part of the ſaid Ground, and to range with the ſaid Houſes on the South ſide of the Highway from *Bell-Yard* to *Plough-Stables*, and threeſcore Feet Diſtance from the ſaid Houſes: And that a convenient, handſome and proportionable Gate ſhall be made through the *Eaſt* End of the ſaid third Range of Buildings, to go out under an Arch to be turned for that Purpoſe; and that a Gate ſhall be likewiſe made through the North End of the ſaid ſecond Range of Buildings, to go out under an Arch to be turned for that Purpoſe: And that the ſaid Buildings ſhall be erected three Story high, and no higher, and without a Garret; but the ſaid *H. S* may make Cellars if he pleaſe. And that all the Doors of the ſaid Buildings, ſo to be erected, ſhall be all of them made in the inſide of the ſaid intended Buildings, towards the intended Quadrangle, and none of them on the outſide thereof.

For the Uſe of the Society of *Lincoln's-Inn*, &c. And ſubject to their Government.

Item, It is agreed, That the ſaid Buildings when erected, ſhall be employed and made Uſe of for Chambers, for ſuch Perſons as now are, or hereafter ſhall be Members of the ſaid Society of *Lincoln's-Inn*, or ſuch Serjeants at Law as have formerly been of the ſaid Society, and for no other Purpoſe whatſoever; And that the ſame ſhall be liable to all manner of Duties and Payments, and be regulated according to the ancient and ordinary Orders of the ſaid Society, in ſuch Manner as the preſent Chambers of the ſaid Society are liable unto (except only the Reſtrictions following; that is to ſay) As to ſuch of the ſaid Chambers as ſhall be built upon the ſaid Piece of Ground, Part of *Little Lincoln's-Inn Fields*, or *Ficket's Fields* aforeſaid, That he the ſaid *H. S.*

The Chambers to be ſold by *H. S.* but the Admittances to be by the Bench of *Lincoln's-Inn.*

his Heirs and Aſſigns for ever, ſhall from Time to Time, and at all Times hereafter, have the Sale of the ſaid Chambers, and in Order thereunto by ſome *Deed* or Writing under his or their Hands and *Seals*, ſhall from Time to Time for ever aſſign, nominate and appoint ſuch Perſon and Perſons, *Members* of the ſaid Society or Serjeants at Law, who have been Members of the ſaid Society, who ſhall enjoy the ſaid Chambers reſpectively, which ſaid Perſon and Perſons from Time to Time ſo to be nominated, aſſigned and appointed, and no other Perſon or Perſons whatſoever ſhall be admitted to the ſaid Chambers reſpectively, by the *Maſters* of the ſaid Bench of the ſaid Society, without paying any manner of Fine, or other Satisfaction to the ſaid Society for ſuch their Admittance, other than the uſual Fees to the Officers of the ſaid Society, upon Admittances into Chambers. And the uſual Fines to the Houſe upon Surrenders of Chambers; That is to ſay, Ten Pounds for a Ground Chamber, or a Chamber one Pair of Stairs, eight Pounds for a Chamber two Pair of Stairs, and twenty Nobles for a Chamber three Pair of Stairs: And the Maſters of the Bench for the Time being, ſhall have no Power to refuſe or delay Admitting of any Perſon or Perſons, who ſhall be ſo nominated, upon ſuch Nomination of him or them, paying the Fees or Fines aforeſaid; And that no Fine or Income ſhall be paid to the ſaid Society, for each firſt Admittance to the ſaid reſpective Chambers: And that no Chamber or Chambers ſo to be built, ſhall be liable to any Commons, Arrears or Duties, longer than the ſame ſhall be in the Poſſeſſion of the Perſon or Perſons who ſhall owe the ſame to this Society: And as to ſuch of the ſaid Chambers as ſhall be built upon the Ground or Soil now belonging to the

The Fines of Admittance.

The Intereſt allow'd to *H. S.* in the Chambers built on *Lincoln's-Inn* Ground.

ſaid Society, It is agreed between the ſaid Maſters of the Bench and the ſaid *H. S.* That the ſaid *H. S.* ſhall have ſix ſeveral Aſſignments for the ſucceſſive Lives of ſix ſeveral Perſons to be named by the ſaid *H. S.* his Heirs or Aſſigns, ſucceſſively as the Lives fall, without paying any Fee or Income to this Society for the ſame, other than what is to be paid for the ſaid new erected Chambers on the ſaid Ground of *Fickett's Fields* aforeſaid.

A Wall and Gate.

Item, It is agreed, That the ſaid *H. S.* his, *&c.* ſhall and will at his and their like proper Coſts and Charges, erect a good and ſufficient Brick-wall, a Brick and half thick, and ten Foot high, to run Southward from the South End Corner of the ſaid Kitchen-Garden Wall, and range equal with the Buildings on the Eaſt-ſide of the ſaid Fields, ten Foot Diſtance from the ſame towards *Bell-yard*; and to extend to that Place which ſhall range equally with the out-ſide of the third Range of Buildings, and from thence to go again in a direct Line to the South-Eaſt Corner of the ſaid new Buildings, in the latter Part of which ſaid new Hall, ſhall be a ſufficient Gate-place, and a ſufficient Gate ſet up for all Sorts of Carts and Carriages to go in and out thereat.

Bog-houſe and Gardiner's Houſe, *&c.*

And farther, That he the ſaid *H. S. &c.* ſhall and will at ſuch their Coſts and Charges, erect and build a good and ſufficient Bog-houſe or Houſe of Office for the Uſe of the ſaid Society, and a ſufficient Houſe for the Gardiner of the ſaid Society, to be built between the Backſide of the ſaid firſt Range of Buildings, and the ſaid new Wall, and that Part of the ſame Ground ſhall be made Uſe of for a Layſtall for ever for this Society. **In Conſideration** whereof, he the ſaid

H. S. his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall have all the Bricks, Timber, and other Materials of the preſent Bog-houſe and Gardiner's Houſe, and of ſo much of the Walls of the ſaid Society as ſhall be neceſſarily pulled down and removed in Order to the Buildings aforeſaid.

Pavement, Poſts and Clearing.

And farther, At the ſame Coſts and Charges, a ſufficient Quantity of the Ground on the Out-ſide of the ſaid ſecond and third Range of Buildings, for the convenient paſſing of People to and from, ſhall be handſomely paved, with good and ſufficient Oaken Poſts of ſquare Timber, ſet up at convenient Diſtance from each other on the out-ſide of the ſaid Pavements; and at the ſame Coſts and Charges, when all the ſaid Buildings are erected and compleatly finiſh'd, all ſuch Rubbiſh and Earth as ſhall be caſt up and remain within the Compaſs of the ſaid Buildings, ſhall within the Space of ſix Months then coming, rid and carry off.

Open Cou &c.

Item, It is agreed, That the waſte Ground which ſhall remain, and be of the ſaid Piece and Parcel of Ground ſo bounded out as aforeſaid, other than what ſhall be built upon as aforeſaid, ſhall from Time to Time, and at all Times hereafter lie open, waſte and unbuilt for the Proſpect and Recreation of the ſaid Society and Members thereof: And that no Chambers or other Buildings, ſhall at any Time hereafter be erected or built on the void Piece of Ground, called or known by the Name of the Kitchen Garden of this Society, or any Part thereof, without the Conſent and Good-liking of the ſaid *H. S.* his Heirs and Aſſigns, of the ſaid intended new Buildings, and that the ſaid Gates to be now erected, ſhall be kept by the Porter of the ſaid Society.

To be named *Serle's Court.*

Item, It is agreed, That the ſaid three Ranges of Buildings, when erected, ſhall at all Times hereafter be called by the Name of *Serle's Court*.

H. S. his Heirs and Aſſigns, to be ſeized of the Ground to the Uſes and Purpoſes aforeſaid, and none other.

Item, It is agreed and ſo hereby declared, That he the ſaid *H. S.* his Heirs and Aſſigns, ſhall from Time to Time, and at all Times hereafter for ever be ſeized of the ſaid Piece or Parcel of Ground, Part of the ſaid *Little Lincoln's-Inn-fields*, ſo butted and bounded as aforeſaid, and of the Soil, Freehold, and Inheritance of the ſame, to and for the Intents and Purpoſes herein before expreſſed and declared, and to and for none other Uſe, Intent or Purpoſe whatſoever.

H. S. may quietly build the reſt of, *&c.* without Diſturbance of *Lincoln's-Inn.*

Item, It is further concluded and agreed unto by the ſaid Maſters of the Bench, on the Behalf of the ſaid Society, That he the ſaid *H. S.* his Heirs and Aſſigns, may proceed to build in or upon ſuch Part of the ſaid Fields called *Little Lincoln's-Inn-fields*, or *Fickett's Fields* aforeſaid, which lie Weſtward of the ſaid Ground, ſuch Buildings as to him or them ſhall ſeem moſt convenient, without the Contradiction or Diſturbance of the ſaid Society.

H. S. and Aſſigns to repair, *&c.*

And the ſaid *H. S.* for himſelf, his, *&c.* and for every of them, doth covenant, promiſe, and grant, and agreee, to and with the ſaid Sir *H. G.* Sir *J. B.* Sir *J. C.* *R. A.* *J. S.* *L. A.* *J. E.* *W. G.* *S. E.* *G. E.* *W. C.* and *F. H.* and the Survivors and Survivor of them, and the Heirs, Executors and Adminiſtrators of the Survivors and Survivor of them, That he the ſaid *H. S.* his Heirs and Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently repair, uphold, maintain, and amend the ſaid Bog-houſe or Houſe of Office, Pavements and Poſts after that the ſame ſhall be erected and ſet up, and alſo procure to be emptied, the ſaid Bog-houſe, when and as often as Occaſion ſhall require, and lay the ſaid Court or void Space of Ground within the new erected Buildings, level and fitting for Common Uſe, And ſhall alſo from Time to Time, and at all Times after that the ſaid Chambers and Buildings ſo to be built on the ſaid Ground belonging to the ſaid Society, ſhall be built and ſet up, during ſuch Time and Eſtate as he or they ſhall have in the ſaid Chambers and Buildings, well and ſufficiently repair, amend, maintain, and keep the ſaid Chambers and Buildings in all manner of needful and neceſſary Reparations, and the ſame ſo well and ſufficiently repaired, amended, maintained, and kept in the End and Expiration of his and their Eſtate and Intereſts therein ſhall leave and yield unto the ſaid Sir *H. G. &c.* and the Survivors and Survivor of them, and the Heirs of the Survivor of them.

And that he the ſaid *H. S.* his Heirs and Aſſigns, for the better ſtrengthening and aſſuring of theſe Preſents, and the Agreements and Things therein contained, ſhall and will conſent and agree, That theſe Articles, and the Matters and Things herein contained, ſhall be Decreed by the High Court of Chancery, and alſo ratified and confirmed by Act of Parliament, or by either of the ſaid Ways as to them the ſaid *H. G. &c.* or the Survivors or Survivor of them, or the Heirs of ſuch Survivor ſhall ſeem moſt convenient.

Conſents that this Agreement be decreed in Chancery, or ratified in Parliament.

In Witneſs, &c.

An Aſſignment of an Equitable Intereſt in 3000 l. ſecured with other Sums of Money by a Mortgage from the Mortgagees, by Direction of the Truſtees, and the Ceſtui qui Truſt *to the Lord* C.

This Indenture of ſix Parts made, *&c.* Between the Right Honourable *T. E.* of *S.* of the firſt Part, the Honourable *W. F.* Eſq; and *M. J.* of, *&c.* Eſq; of the ſecond Part, the Honourable Sir *R. H.* Knight, and Sir *R. C.* Kt. and Alderman of, *&c.* of the third Part, Sir *J. L.* of, *&c.* Kt. and Baronet, Sir *W. L.* of, *&c.* Kt. and Sir *S. L.* of, *&c.* Kt of the fourth Part, the Honourable *J. B.* Eſq; Son and Heir apparent of the Right Honourable *J.* Lord *C. M. L.* only Daughter of Sir *T. L.* late of, *&c.* Knight deceaſed, and Sir *T. F.* of, *&c.* Bar. of the fifth Part, and the ſaid *J.* Lord *C.* of the ſixth Part.

Recital of the preſent State of the Caſe upon ſeveral Conveyances, *&c.*

Whereas in and by one Indenture of Bargain and Sale for a Year, bearing Date, *&c.* made or mentioned to be made between the ſaid *E.* of *S.* the Right Honourable *D. E.* of *N.* and *J. H.* of, *&c.* Eſq; of the one Part, and the ſaid *M. J.* of the other Part, and in and by one Indenture, *Quadripartite,* of Grant and Releaſe of the Reverſion, bearing Date, *&c.* made, *&c.* between the ſaid *E.* of *S.* of the firſt Part, the ſaid *D. E.* of *N.* and *J. H.* of the ſecond Part, the ſaid *W. F.* and *M. J.* of the third Part, and *R. G.* of, *&c.* Gent. of the fourth Part, and by other Aſſurances thereupon had in Conſideration of the Sum of 18000 *l.* of lawful Money of *England,* in the ſaid Indenture, *Qua-*

dripartite, mentioned to be paid unto the ſaid *D. E.* of *N.* by the ſaid *W. F.* and *M. J.* by the Direction of the ſaid *E.* of *S.* and of the further Sum of 6000 *l.* of like Money therein mentioned to be paid unto the ſaid *E.* of *S.* by the ſaid *W. F.* and *M. J.* the ſaid *E.* of *S.* and by *his* Direction the ſaid *D. E.* of *N.* and *J. H. have* granted, limited and conveyed, or have made mention to grant, limit and convey, **All** thoſe the Manors, reputed Manors of, *&c.* with their and every of their Appurtenances in the County of *D.* and ſeveral other Manors, Hundreds, Burroughs, Lands, Tenements and Hereditaments in the ſaid County of *D.* and in the County of *S.* in the ſame Indentures mentioned unto, or to the Uſe of the ſaid *W. F.* and *M. J.* and of their Heirs and Aſſigns; **And whereas**, in and by one Indenture *Quadripartite* of Aſſignment, bearing Date the ſaid, *&c.* of, *&c.* made, *&c.* between the ſaid *E.* of *S.* of the firſt Part, the ſaid *D. E.* of *N.* and *J. N.* of, *&c.* Eſquire, of the ſecond Part, and the ſaid *W. F.* and *M. J.* of the third Part, and the ſaid Sir *R. H.* and Sir *R. C.* of the fourth Part, in Conſideration of the ſaid ſeveral Sums of 18000 *l.* and 6000 *l.* mentioned to be paid to the ſaid *D. E.* of *N.* and Earl of *S.* reſpectively by the ſaid *W. F.* and *M. J.* in and by the before-recited Indenture of Grant and Releaſe, the ſaid *J. N.* by the Direction of the ſaid *E.* of *S.* and *D. E.* of *N.* and at the Nomination of, and in Truſt for the ſaid *W. F.* and *M. J.* Hath bargained, ſold, aſſigned and ſet over, or hath made mention, to bargain, ſell, aſſign and ſet over unto the ſaid Sir *R. H.* and Sir *R. C.* their, *&c.* for and during all the Reſidue and Remainder then to come and unexpired, of a certain Term of 200 Years in the recited Indenture of Aſſignment mentioned of *all* the ſeveral Manors, Lands, Tenements and Hereditaments, in the ſaid Counties of *D.* and *S.* therein mentioned: **And whereas**, in and by one other Indenture, *Quadripartite* of Aſſignment, bearing alſo Date, *&c.* and made, *&c.* Between the ſaid *E.* of *S.* of the firſt Part, the ſaid *D. E.* of *N.* and *J. N.* of the ſecond Part, the ſaid *W. F.* and *M. J.* of the third Part, and the ſaid Sir *R. H.* and Sir *R. C.* of the fourth Part, in Conſideration of the ſaid ſeveral Sums of 18000 *l.* and 6000 *l.* before-mentioned to be paid unto the ſaid *D. E.* of *N.* and *E.* of *S.* by the ſaid *W. F.* and *M. J.* the ſaid *J. N.* by the Direction of the ſaid *E.* of *S.* and *D. E.* of *N* and at the Nomination of the ſaid *W. F.* and *M. J.* Hath bargained, ſold, aſſigned, and ſet over, or hath made mention to bargain, ſell, aſſign, and ſet over unto the ſaid Sir *R. A.* and Sir *R. C.* their Executors, Adminiſtrators and Aſſigns, for and during all the Reſidue and Remainder then to come and unexpired of a certain Term of 1000 Years, in the recited Indenture of Aſſignment mentioned, of all the ſeveral Manors, Lands, Tenements and Hereditaments in the ſaid Counties of *D.* and *S.* in the ſaid laſt recited Indenture *Quadripartite* mentioned: **And whereas** in and by one Indenture *Tripartite*, bearing Date, *&c.* made, *&c.* the ſaid *E.* of *S.* of the firſt Part, the ſaid *D. E.* of *N* of the ſecond Part, and the ſaid *W. F.* and *M. J.* of the third Part, in Conſideration of the ſaid Sums of 18000 *l.* and 6000 *l.* before mentioned to be paid unto the ſaid *D. E.* of *N.* and *E.* of *S.* by the ſaid *W. F.* and *M. J.* The ſaid *D. E.* of *N.* by the Direction and Conſent of the ſaid *E.* of *S.* hath aſſigned, tranſferred and ſet over, or hath made mention to aſſign, transfer, and ſet over unto the ſaid *W. F.*

and *M. J.* their Executors, Adminiſtrators and Aſſigns, a certain Statute or Recognizance in the Nature of a Statute Staple, bearing Date on, *&c.* taken and acknowledged before Sir *H. B.* the the then Lord Chief Juſtice of the Court of *Common Pleas* at *Weſtminſter*, whereby the ſaid *E.* of *S.* became, and is and ſtands bound unto the ſaid *D. E.* of *N.* in the Sums of 36000 *l.* of lawful Money of *England*, payable as in the ſaid Recognizance is mentioned; **And whereas**, all the before-recited Indentures, and the ſaid ſeveral and reſpective Eſtates, Terms and Intereſts of and in the ſaid Manors, Lands and Hereditaments, in and by them granted and aſſigned unto the ſaid *W. F. M. J.* Sir *R. H.* and Sir *R. C.* reſpectively as aforeſaid, and alſo the ſaid Statute or Recognizance, and the ſaid Indenture of Aſſignment thereof, were in and by one Indenture in the Nature of a Defeazance bearing Date, *&c.* made or mentioned to be made, between the ſaid *W. F. M. J.* Sir *R. H.* and Sir *R. C.* of the one Part, and the ſaid *E.* of *S.* of the other Part, defeazanced and made voidable, and redeemable upon Payment by the ſaid *E.* of *S.* his Heirs, Executors, Adminiſtrators, or Aſſigns, unto the ſaid *W. F.* and *M. J.* their Executors, Adminiſtrators or Aſſigns, of the Sum of 25440 *l.* of lawful Money of *England*, at ſeveral Days therein for that Purpoſe mentioned then to come and long ſince paſt, **And whereas**, The ſaid *E.* of *S.* by a Writing under his Hand and Seal, dated the, *&c.* made, indorſed, and written on the Back of the ſaid Indenture of Defeaſance, hath acknowledged and declared, That he the ſaid *E.* of *S.* had received and borrowed of the ſaid *W. F.* and *M. J.* the further Sum of 2000 *l.* over and above the before-mentioned Sum of 24000 *l.* And in Conſideration thereof, the ſaid

E. of *S.* hath thereby for himſelf, his, *&c.* granted, declared and agreed, to and with the ſaid *W. F.* and *M. J.* their Executors, Adminiſtrators and Aſſigns, That all and ſingular the Manors, Lands, Tenements and Hereditaments in the before-recited Indentures mentioned, and all and every the aforeſaid Eſtates and Intereſts, of and in the ſame, and the ſaid Statute and Recognizance, and all other Securities made or given for ſecuring the ſaid Sum of 24000 *l.* and Intereſt, ſhould from thenceforth be and remain ſubject to, and chargeable and charged with the Payment and Security of the ſaid Sum of 2000 *l.* with Intereſt for the ſame, unto the ſaid *W. F.* and *M. J.* their Executors, Adminiſtrators and Aſſigns, on the Days in the ſaid Indorſement mentioned. **And Whereas**, in and by one Indenture *Tripartite*, bearing Date the, *&c.* and inrolled or acknowledged, and intended to be enrolled in the High Court of *Chancery*, made, *&c.* between the ſaid *E.* of *S. W. F.* of, *&c.* Eſq; and the ſaid *J. H.* of the firſt Part, the ſaid *M. J.* of the ſecond Part, and the Honourable *H. F.* of the, *&c.* Eſq; of the third Part, and Recovery thereupon had, the Manors and Lordſhips of, *&c.* with their Appurtenances, and other Lands and Hereditaments therein mentioned, are limited and conveyed, or mentioned to be limited and conveyed, to or to the Uſe of the ſaid *W. F.* and *M. J.* and of their Heirs and Aſſigns for ever: **And Whereas** in and by one Indenture in the Nature of a Defeaſance, bearing Date, *&c.* made, *&c.* between the ſaid *W. F. M. J.* Sir *R. H.* and Sir *R. C.* of the one Part, and the ſaid *E.* of *S.* of the other Part, for the Conſideration of 6000 *l.* therein mentioned to be paid, the ſaid *E.* of *S.* by the ſaid *W. F.* and *M. J.* (over and above the ſaid Sums of 24000 *l.*

and 2000 *l.* amounting in the Whole to 26000 *l.* formerly owing and ſecured to the ſaid *W. F.* and *M. J.* by the ſaid *E.* of *S.* hath remiſed and releaſed the Declarations, Conditions and Agreements contained in the ſaid recited Indenture of the, *&c.* for the Redemption of the ſaid Manors and Premiſſes, and all Benefit and Advantage to be had or taken thereby in Law or Equity: **Nevertheleſs**, by the laſt recited Indenture, all the ſaid Manors and Premiſſes were made Redeemable upon Payment by the ſaid *E.* of *S.* his Heirs, *&c.* unto the ſaid *W. F.* and *M. J.* their Executors, Adminiſtrators or Aſſigns, of the full Sum of 33920 *l.* of lawful Money of *England*, at or in the then Dwelling-houſe of the ſaid Sir *R. C.* ſituate, *&c.* at ſeveral Days long ſince paſt, as by the ſaid ſeveral recited Indentures, Statutes or Recognizances in Nature of a Statute-Staple more at large may appear: **And Whereas** by Indenture of nine Parts, bearing Date the, *&c.* and made, *&c.* between the ſaid *T. E.* of *S.* of the firſt Part, the ſaid *W. F. M. J.* Sir *R. H.* and Sir *R. C.* of the ſecond Part, the ſaid *H. F.* Eſq; of the third Part, *E. F.* one of the Daughters of Sir *R. F.* Kt. and Bar. deceaſed, of the fourth Part, *E. F.* one other of the Daughters of the ſaid Sir *R. F.* of the fifth Part, *E. F.* one other of the Daughters of the ſaid Sir *R. F.* of the 6th Part, *D. M.* one of the Daughters of the ſaid Sir *R. M.* Kt. deceaſed, of the 7th Part, the ſaid Sir *T. F.* by the Name of *T. F.* Eſq; of the 8th Part, and *W. J.* of, *&c.* of the 9th Part, the ſaid *W. F.* and *M. J.* by and with the Knowledge and Privity of the ſaid *E.* of *S.* teſtified by his being a Party to, and Sealing and Delivery of the ſame Indenture, did teſtify and declare, That the ſaid ſeveral Sums of Money in the ſaid recited Indentures mentioned to be paid by them aforeſaid, amounting to 32000 *l.* was not their own proper Monies, but the Monies of divers Perſons in the ſame Indenture mentioned, and in particular, that the Sum of 3000 *l.* thereof, was the proper Monies of the ſaid Sir *T. F.* **And** that as to and concerning three two and thirtieth Parts or Shares of the ſaid Manors, Lands, Hereditaments and Premiſſes, they the ſaid *W. F.* and *M. J.* Sir *R. H.* and Sir *R. C.* reſpectively, and their reſpective Heirs, Executors, Adminiſtrators and Aſſigns, ſhould and would ſtand and be ſeized, poſſeſſed of and intereſted therein in Truſt for the Benefit of the ſaid *T. F.* now Sir *T. F.* his, *&c.* **And whereas** the ſaid *T. F.* then *T. F.* Eſq; by a certain Deed-Poll, or Writing under his Hand and Seal, bearing Date the, *&c.* did declare the ſaid 3000 *l.* to be the proper Monies of *L. L.* Eſq; and that the Name of him the ſaid *T. F.* in the laſt recited Indenture contained, was made uſe of only in Truſt for the ſole Benefit of the ſaid *L. L.* his, *&c.* **And whereas** by Indenture bearing Date the, *&c.* and made, *&c.* between the ſaid Sir *T. F.* then *T. F.* Eſq; and the ſaid *L. L.* of the one Part, and the ſaid Sir *J. L.* Sir *W. L.* Sir *R. F.* Baronet, ſince deceaſed; and Sir *S. L.* of the other Part. It is witneſſed, That the ſaid *L. L.* being minded, and intending of his own free Will, to give and diſpoſe of the ſaid 3000 *l.* unto the ſaid *M. L.* his only Siſter, He the ſaid *L. L.* and the ſaid *T. F.* (now Sir *T. F.*) by and with the Conſent and Direction of the ſaid *L. L.* teſtified by his being Party to, and ſealing and delivering the ſame Indenture in Purſuance of the Truſt repoſed in him by the ſaid *L. L.* for the Conſiderations therein mentioned, did grant, bargain, ſell, aſſign and ſet over unto the ſaid Sir *J. L.* Sir *W. L.* Sir *R. F.* Baronet, and Sir *S. L.* their, *&c.*

the ſaid recited Indenture of nine Parts, and Deed-Poll or Writing, and all and every other Deeds and Writings whatſoever, purporting any Security concerning the ſaid Sum of 3000 *l.* together with the ſaid Sum of 3000 *l.* and all Intereſt and other Benefit of the ſame upon Truſt, that they the ſaid Sir *J. L.* Sir *W. L.* Sir *R. F.* Baronet, and Sir *S. L.* and the Survivors and Survivor of them, and his Executors and Adminiſtrators ſhould from Time to Time pay and diſpoſe of the Intereſt, Proceed and Profit of the ſaid Principal Sum of 3000 *l.* and all Arrears of the ſame, due at *Michaelmas* then laſt paſt, unto the ſaid *L. L.* his, *&c.* and from and after the ſaid Feaſt of St. *Michael*, ſhould pay and diſpoſe of the Intereſt, Proceed and Profit of the ſaid principal Sum of 3000 *l.* to the Uſe of the ſaid *M. L.* for her Maintenance and Education, until ſhe ſhould be married, and from and after the ſaid *M. L.* ſhould be married, ſhould pay and diſpoſe of both the ſaid principal Sum of 3000 *l.* and all Intereſt and Proceed thereof, unto the Uſe of the ſaid *M. L.* her, *&c.* as by the ſaid ſeveral recited Indentures and Deed-Poll, more at large may appear: **And whereas** there is a Marriage by permiſſion of God intended ſhortly to be had and ſolemnized between the ſaid *J. B.* and *M. L.* and the ſaid *J.* Lord *C.* and *J. B.* (in Conſideration of the ſaid intended Marriage, and of the Sum of 10000 *l.* paid by the ſaid *M. L.* unto the ſaid *J.* Lord *C.* as her Marriage-portion, of which the ſaid principal Sum of 3000 *l.* is Parcel; **Have** by Indenture *Quadripartite*, bearing Date the, *&c.* laſt paſt, and made, *&c.* between the ſaid *J.* Lord *C.* and the Right Honourable the Lady *E.* his Wife, and Dame *E. B.* Widow, of the firſt Part, the ſaid Sir *J. B.* and *M. L.* of the ſecond Part, and the ſaid Sir *R. C.*

and Sir *S. L.* of the third Part, and *A. J.* Eſq; and *W. B.* Eſq; of the fourth Part, and other Conveyances and Aſſurances in the Law, conveyed and ſettled divers Manors, Lands and Tenements in the County of *H.* and *M.* and in the City of *L.* to the Uſe of the ſaid *J. B.* and *M. L.* and their Iſſue. **Now this Indenture witneſſeth**, That for and in Conſideration of the ſaid intended Marriage and Settlement, and in Part of Satisfaction of the ſaid Sum of 10000 *l.* and for and in Conſideration of the Sum of 5 *s.* a-piece to them the ſaid *W. F. M. J. R. H.* Sir *R. C.* Sir *J. L.* Sir *W. L.* and Sir *S. L.* in Hand paid by the ſaid *J.* Lord *C.* the Receipt whereof is hereby acknowledged, ſhe the ſaid *M. L.* and by her Direction and Appointment (teſtified by her being a Party to, and Sealing and Executing of theſe Preſents) they the ſaid Sir *J. L.* Sir *W. L.* and Sir *S. L.* have, and every of them hath bargained, ſold, aſſigned, and ſet over, and by theſe Preſents do, and every of them doth bargain, ſell, aſſign and ſet over unto the ſaid *J.* Ld. *C.* his Executors, Adminiſtrators and Aſſigns, **All** the ſaid Deeds, Writings and Securities, for the ſaid Sum of 3000 *l.* together with the ſaid principal Sum of 3000 *l.* and all the growing Intereſt thereof. **And** all their and every of their Eſtate, Right, Title, Truſt and Intereſt, either in Law or Equity in or to the ſame, and every, or any Part thereof, **To have and to hold** the ſaid Deed, Securities and Writings for the ſaid Sum of 3000 *l.* together with the ſaid Sum of 3000 *l.* and Intereſt for the ſame from the, *&c.* to the ſaid *J.* Lord *C.* his Executors and Aſſigns, from and immediately after the ſaid intended Marriage ſhall take Effect, **And** for the Conſiderations aforeſaid, and for and in Conſideration of the Sum of 5 *s.* a-

In Conſideration of Marriage and Jointure made, the Truſtees, *&c.* aſſign to the Husband's Father 3000*l.* Part of the Wife's Portion, due out of a greater Sum ſecured upon Mortgage.

piece, of lawful Money of *England*, to the ſaid *W. F. M. J.* Sir *R. H.* and Sir *R. C.* in Hand likewiſe paid by the ſaid *J.* Lord *C.* they the ſaid *W. F. M. J.* Sir *R. H.* and Sir *R. C.* by and with the *Direction*, Conſent and Appointment of the *ſaid J. B. M. L.* Sir *J. L.* Sir *W. L.* Sir *S. L.* *and* Sir *T. F.* teſtified by their being Parties to Sealing and Executing of theſe Preſents, do, and each of them doth covenant, promiſe and declare, That they the ſaid *W. F. M. J.* Sir *R. H.* and Sir *R. C.* reſpectively, and their reſpective Heirs, Executors and Adminiſtrators, ſhall and *will* immediately, from and after the ſaid *intended* Marriage ſhall take Effect, ſtand and be ſeiſed, and poſſeſſed of, and intereſted in the ſaid principal Sum of 3000 *l.* and all growing Intereſt thereof as aforeſaid, and of the ſaid three two and thirtieth Parts of the ſaid Manors, Lands, Hereditaments and Premiſſes in Truſt for, and for the only Benefit of the ſaid *J.* Ld. *C.* his Executors, Adminiſtrators and Aſſigns, and ſhall and will from Time to Time, at the Coſts and Charges in Law, of the ſaid *J.* Ld. *C.* his, *&c.* do, or cauſe to be done, or permit and ſuffer to be done in their, or any of their Name or Names, all and every ſuch lawful and reaſonable Act and Acts, Thing and Things for the recovering and obtaining the ſame, as by the ſaid *J.* Lord *C.* his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably adviſed, deviſed and required. And each of them the ſaid *W. F. M. J.* Sir *R. H.* and Sir *R. C.* Sir *J. L.* Sir *W. L.* Sir *S. L.* Sir *T. F.* and *M. L.* for him and her ſelf reſpectively, and for his and her reſpective Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *J.* Lord *C.* his Executors, Adminiſtra-

And covenant to ſtand ſeized of, *&c.* in Truſt for the Benefit of the Aſſignee.

And covenant to do ſuch further Acts as ſhall be reaſonably required.

And covenant ſeverally, that they have not done any Act whereby the ſaid Eſtate is, may, or ſhall be impeached, incumber'd or diſcharged, *&c.*

tors and Aſſigns, that he or ſhe reſpectively hath not at any Time heretofore made, done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid three two and thirtieth Parts of the ſaid Manors, Hereditaments and Premiſſes, is or can, ſhall or may be impeached, forfeited or incumbred, or the ſaid 3000 *l.* or any Part thereof diſcharged or releaſed. **And it is hereby declared and agreed,** by and between all the ſaid Parties to theſe Preſents, That the ſaid *J.* Lord *C.* his Executors, Adminiſtrators, Aſſigns, is and are to receive to his and their proper Uſe and Behoof, the aforeſaid principal Sum of 3000 *l.* and the Intereſt and Proceed thereof from the, *&c.* and no Part of the Intereſt or Proceed thereof before that Time, but that the ſame ſhall be demanded, received and paid by and to the ſaid *M. L.* her, *&c.* as it ought and ſhould have been in Caſe theſe Preſents had never been made: And if the ſaid Lord *C.* his Executors, Adminiſtrators or Aſſigns, do or ſhall receive all or any Part of the Intereſt due for the ſaid Principal Sum of 3000 *l.* before the ſaid 12th Day of *February*, that then the ſame ſhall be, and is hereby declared to be by him and them received, to and for the only Uſe and Behoof of the ſaid *M. L.* her Executors, Adminiſtrators and Aſſigns.

Declaration that the Aſſignee is to receive the ſaid Money and Intereſt to his own Uſe, *&c.* from 12 *Feb.* but not any Intereſt due before.

In witneſs, &c.

Aſſignment

Aſſignment by Baron *and* Feme *of a Leaſe for two Lives in Truſt, to indempnify a third Perſon who paid the Baron Monies without ſufficient Authority.*

THIS Indenture *Tripartite*, made, *&c.* Between *E. W.* of, *&c.* Eſq; and *Penelope*, his Wife, one of the Daughters of *J. D.* Eſq; deceaſed, of the firſt Part, *G. D.* of, *&c.* Eſq; Son and Heir of the ſaid *J. D.* of the ſecond Part, Recital. and *G. T.* of, *&c.* Gent. of the third Part: **Whereas** by Indentures of Leaſe and Releaſe, bearing Date the, *&c.* the Releaſe being *Tripartite*, and made, *&c.* between Sir *F. D.* Grandfather of the ſaid *G. D.* the ſaid *J. D.* and *Heſter* his Wife, *J. St. A.* Eſq; and *J. G.* Gent. of the firſt Part, Sir *R. T.* Bar. *G. S.* Eſq; and *W. C.* of *L.* Gent. of the ſecond Part, and *J. B.* Eſq; and *W. C.* of *P.* Gent. of the third Part; they the ſaid Sir *F. D.* and *J. D.* for the Conſideration therein mentioned, did convey unto the ſaid Sir *R. T. G. S.* and *W. C.* of *L.* and their Heirs, the Manors of *D.* and *L.* and *D.* and the Manors of *P.* and *L.* and the Advowſon of the Parſonage of the Pariſh Church of *L.* and all other the Meſſuages, Lands, Tenements and Hereditaments of them the ſaid Sir *F. D.* and *J. D.* or either of them in *D. &c.* or either of them in the County of *S.* with their and every of their Appurtenances, amongſt other Things, **As** for and concerning the Freehold of all the Copyholds, and the Reverſion of all Farms, Tenements, or Lands, that then were in Leaſe for one or more Life or Lives, or for Years determinable upon one or more Life or Lives, or which had been uſed or accuſtomed to be let, other than a certain Marſh Ground called *B.* in the Manor of *P.* with their Appurtenances, to the Uſe and Behoof of the ſaid Sir *R. T. G. S.* and *W. C.* their Executors, Adminiſtrators and Aſſigns, for the Term of 100 Years fully to be compleat and ended. In Truſt out of the Rents, Iſſues and Profits thereof, or by Leaſes of the ſame or any Part thereof, in ſuch Manner as therein is mentioned to raiſe, levy and take, or cauſe to be raiſed, levied and taken, for every one of the next younger Children of the ſaid *J. D.* and *H.* his Wife, ſo as there were not above ſix ſuch younger Children, the Sum of 1000 *l.* a-piece, To be paid them reſpectively at their reſpective Ages of 21 Years or Days of Marriage, which ſhould firſt happen, as by the ſaid Indenture may appear: **And Whereas**, the ſaid *P.* being one of the younger Children of the ſaid *J. D.* and *H.* his Wife, became entituled to the Sum of 1000 *l.* by Virtue of the Truſt before mentioned: **And Whereas** as well the Reverſion and Inheritance of the ſaid Premiſſes charged with the ſaid 1000 *l.* for the Portion of the ſaid *P.* as alſo the ſaid Term of 100 Years is now come unto, and veſted in the ſaid *G. D.* **And Whereas** by certain Articles of Agreement *Tripartite*, bearing Date the, *&c.* and made, *&c.* between the ſaid *E. W.* of the firſt Part, the ſaid *P.* by the Name of *P.* Spinſter, of the ſecond Part, and Sir *R. T.* Kt. *R. L.* Gent. and *S. D.* of the third Part, He the ſaid *E. W.* amongſt other Things, did covenant and agree, to and with the ſaid Sir *R. T. R. L.* and *R. D*, that the ſaid Sum of 1000 *l.* ſhould be paid into the Hands of the ſaid Sir *R. T. R. L.* and *S. D.* or put forth and lent in the Name or Names of them, or ſome of them to the beſt Advantage, and upon ſuch Security or Securities as they the ſaid Sir *R. T. R. L.* and *S. D.* or the major Part of them ſhould think fit, and that the Intereſt thereof ſhould be paid to the ſaid *P.* notwithſtanding the ſaid Marriage ſhould take Effect from Time to Time, and at all Times hereafter, next and immediately enſuing the ſaid Marriage, to her own ſole and ſeparate Uſe during her Coverture, until he the ſaid *E. W.* ſhould have conveyed and aſſured Lands, Tenements and Hereditaments, of the Value of 300 *l.* to the Uſe in the ſaid Articles mentioned; **And** if it ſhould happen the ſaid *E. W.* to die before his Father *T. W.* Eſq; or before ſuch Conveyances ſhould be executed, then the ſaid 1000 *l.* ſhould be paid to the ſaid *P.* (in Caſe ſhe ſhould ſurvive the ſaid *E. W.*) or her Aſſigns: But after ſuch Conveyance and Aſſurance ſhould be executed and perfected as aforeſaid, it ſhould and might be lawful for the ſaid *E. W.* to receive and take the ſaid 1000 *l.* and every Part or Parcel thereof, to his own proper Uſe and Benefit, as by the ſaid Articles may appear: **And Whereas** by Indenture of Leaſe, bearing Date the, *&c.* and made, *&c.* Between *T. W.* Eſq; Father of the ſaid *E. W.* of the one Part, and the ſaid *E. W.* and *P.* his Wife, of the other Part, He the ſaid *T. W.* for the Conſiderations therein mentioned, hath demiſed, granted, bargained and ſold unto the ſaid *E. W.* and *P.* his Wife, That Tenement and Farm, with the Appurtenances, called or known by the Name of *H.* ſituate, lying and being in, *&c.* aforeſaid, and all that Farm called by the Name of, *&c.* ſituate, *&c.* aforeſaid, heretofore in the Tenure or Occupation of *S. S.* *&c.* And the Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes, with their Appurtenances: **To have and to hold** the ſaid

Farms, and all and ſingular the ſaid Premiſſes, with their Appurtenances, unto the ſaid *E. W.* and *P.* his Wife, and the Survivor of them, from the Date thereof, for and during, and unto the full End and Term of 99 Years, from thence next enſuing, and fully to be compleat and ended: If the ſaid *E. W.* and *P.* his Wife, or either of them ſhall ſo long live, at and under the yearly Rent of a Pepper-Corn, as by the laſt recited Indenture may more at large appear: **And Whereas** the ſaid *G. D.* at the ſpecial Inſtance and earneſt Requeſt of the ſaid *E. W.* and *P.* his Wife, hath paid unto the ſaid *E. W.* and *P.* his Wife, the Sum of 500 *l.* Part of the ſaid Sum of 1000 *l.* to be made Uſe of by the ſaid *E. W.* in and about his neceſſary Occaſions. **Now this Indenture witneſſeth**, That for and in Conſideration of the ſaid Sum of 500 *l.* to the ſaid Conſiderations. *E. W.* and *P.* his Wife, paid as aforeſaid, The Receipt of which ſaid Sum of 500 *l.* they the ſaid *E. W.* and *P.* his Wife, do hereby acknowledge, and thereof, and of every Part thereof, do releaſe, acquit and diſcharge, the ſaid *G. D.* his Heirs, Executors and Adminiſtrators, and every of them for ever by theſe Preſents, **And** for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England*, to the ſaid *E. W.* and *P.* his Wife, in Hand paid by the ſaid *G. T.* the Receipt whereof is hereby likewiſe acknowledged, and to the Intent to indempnify the ſaid *G. D.* his Heirs, Executors and Adminiſtrators, and Aſſigns, from any Loſs, Trouble, Damage, or Expence, that ſhall or may ariſe, or happen unto him or them, for or by reaſon of his Payment of the ſaid Sum of 500 *l.* unto the ſaid *E. W.* and *P.* his Wife, as aforeſaid, and for the ſettling the ſaid Lands and Premiſſes in the ſaid County of *W.* upon the Truſts, and to and for the Intents and

Purpoſes herein after-mentioned, expreſſed, limited and declared, and for divers other good Cauſes and Conſiderations, them the ſaid *E. W.* and *P.* his Wife, thereunto eſpecially moving, they the ſaid *E. W.* and *P.* his Wife, at the Nomination and Appointment of the ſaid *G. D.* teſtified by his being Party to, and ſigning and ſealing of theſe Preſents, **Have**, and each of them **hath** bargained, ſold, aſſigned, and ſet over, and by theſe Preſents do, and each of them doth bargain, ſell, aſſign, and ſet over unto the ſaid *G. T.* his Executors, Adminiſtrators and Aſſigns, **All** that the ſaid Tenement and Farm, with the Appurtenances, called or known by the Name of *H. &c.* and all that ſaid Farm, called or known by the Name of, *&c.* ſituate, *&c.* aforeſaid, heretofore in the Tenure or Occupation of the ſaid *S. S.* his Aſſignee or Aſſigns, together with the ſaid other Lands, Tenements, Meadows, Paſtures, Woods, Underwoods, Commons, Ways, Waſtes, Profits, Eaſements, Hereditaments and Commodities whatſoever to the ſame Tenements and Farms, or any of them belonging, or in any wiſe appertaining; **And** the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof; **To have and to hold**, the ſaid Tenements, Farms, Lands, and laſt mentioned Premiſſes in the ſaid County of, *&c.* unto the ſaid *G. T.* his, *&c.* from henceforth, for and during the Reſidue and Remainder of the ſaid Term of 99 Years, if the ſaid *E. W.* and *P.* his Wife, or either of them ſhall ſo long live: **Nevertheleſs** in Truſt, and to the Intent and Purpoſe, that if the ſaid *G. D.* his, *&c.* ſhall at any Time hereafter receive or ſuſtain any Loſs, Damage, Trouble, or Expence, for or by Reaſon of his paying of the ſaid Sum of 500 *l.* unto the

A Leaſe to Huſband and Wife aſſigned.

Note, A Leaſe made to a Man and his Wife, being a Chattel, veſts wholly in the Man, and may be aſſigned without a Fine levied by the Wife.

the ſaid *E. W.* and *P.* his Wife as aforeſaid, the ſame not being paid according to the Truſt in the herein before-recited Articles mentioned, That then and in ſuch Caſe he the ſaid *G. T.* his, *&c.* ſhall be poſſeſſed of and intereſted in the Farms and Premiſſes aſſigned, or mentioned to be aſſigned as aforeſaid in Truſt for the ſaid *G. D.* his, *&c.* until he or they ſhall be reimburſed and ſatisfied for all ſuch Loſs, Damage, Coſts and Expence, and ſo from Time to Time as often as any ſuch Loſs, Damage, Trouble or Expence ſhall ariſe or happen. And in the mean Time, and until ſuch Loſs, Damage, Coſts or Expence ſhall ariſe or happen to the ſaid *G. D.* his, *&c.* as aforeſaid, and from and after the ſaid *G. D.* his, *&c.* ſhall be from Time to Time reimburſed and ſatisfied for ſuch Loſs, Damage, Coſts and Expence as aforeſaid, in Truſt for the ſaid *E W.* for and during ſo many Years of the ſaid Term of 99 Years as the ſaid *E. W.* ſhall happen to live, and from and after the Deceaſe of the ſaid *E. W.* in Truſt for the ſaid *P.* for and during ſo many Years of the ſaid Term of 99 Years as ſhe the ſaid *P.* ſhall happen to live, and to and for no other Truſt, Intent or Purpoſe whatſoever: And the ſaid *E. W.* for himſelf, his, *&c.* doth covenant and grant to and with the ſaid *G. D.* his, *&c.* and to and with every of them, by theſe Preſents in Manner following, (that is to ſay) that they the ſaid *E. W.* and *P.* his Wife, ſhall and will upon the Requeſt of the ſaid *G. D.* his, *&c.* further do, make, acknowledge, and execute all and every ſuch further and other and lawful and reaſonable Act and Acts, Thing and Things, Device and Devices, Aſſurances and Conveyances in the Law whatſoever, for the further, better and more perfect aſſigning and conveying of the

But if not damnified, *&c.* then in Truſt for the Husband for Life, and after his Death in Truſt for the Wife, during ſo many Years as are to come.

Covenant for further Aſſurance.

ſaid laſt mentioned Farms and Premiſſes upon the Truſts before-mentioned, and for the further, better, and more perfect releaſing and diſcharging of the ſaid *G. D.* his, *&c.* and the ſaid firſt mentioned Manors, Hereditaments and Premiſſes in the ſaid County of *S.* charged with the ſaid Sum of 1000 *l.* for the Portion of the ſaid *P.* of and from the ſaid Sum of 500 *l.* Part thereof, as by the ſaid *G. D.* his, *&c.* or by his or their Counſel learned in the Law ſhall be reaſonably adviſed or deviſed and required. And alſo, That he the ſaid *E. W.* and his, *&c.* ſhall and will from Time to Time, and at all Times hereafter, ſave harmleſs and indempnified the ſaid *G. D.* his, *&c.* of, from and againſt all Damage, Loſs, Trouble and Expence that ſhall or may happen or ariſe, for or by Reaſon of the Payment of the ſaid Sum of 500 *l.* unto the ſaid *E. W.* and *P.* his Wife as aforeſaid: And laſtly, That he the ſaid *E. W.* and *P.* his Wife, or either of them, have not, nor hath made, done, or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Farms, Lands, Tenements and Premiſſes hereby aſſigned, or mentioned to be aſſigned, or any of them, or any Part thereof, or the ſaid Eſtate and Term of 99 Years, is, are, can, ſhall, or may be any ways impeached or incumbred in Title, Charge, Eſtate or otherwiſe howſoever.

And to ſave harmleſs the ſaid *G. D.*

And that the ſaid Husband and Wife have not done any Act, *&c.* whereby the Premiſſes may be impeached or incumbred, *&c.*

In witneſs, &c.

Aſſignment of a Term of 500 Years, of Lands in Mortgage, to Truſtees on Truſt to attend the Inheritance of the ſame Premiſſes, in Purſuance of a Decree in Chancery.

This Indenture *Tripartite* made, *&c.* Between *T. W.* of, *&c.* Gent. Executor of the laſt Will and Teſtament of *C. C.* late of *G.* aforeſaid, Gent. deceaſed, and *E. C.* Spinſter, Reſiduary Legatee named in the ſaid Will, of the firſt Part, *E. T.* of, *&c.* Eſq; and *M. C.* of, *&c.* Gent. being Perſons nominated by, and on the Behalf of Sir *M. J.* of, *&c.* aforeſaid, Baronet, Grandſon and Heir of Sir *A. J.* late of, *&c.* Baronet, deceaſed, of the ſecond Part; and Sir *J. B.* of, *&c.* Knight, *A. B.* Eſquire, Son and Heir apparent of the ſaid Sir *J. B.* *J. G.* of, *&c.* Eſq; and the ſaid Sir *M. J.* of the third Part: **Whereas** by Indenture bearing Date the, *&c.* Between the ſaid Sir *A. J.* of the one Part, and the ſaid *C. C.* of the other Part, The ſaid Sir *A. J.* for the Conſiderations therein mentioned, did grant, bargain, ſell and demiſe unto the ſaid *C. C.* All that, *&c.* and the Reverſion and Reverſions, Remainder and Remainders thereof, and all Rent and Rents whatſoever, reſerved upon all and every Demiſe and Leaſe, Demiſes and Leaſes whatſoever theretofore made of the Premiſſes, or any Part or Parcel thereof, **To hold** the ſaid Meſſuage or Tenement, Lands and Premiſſes, unto the ſaid *C. C.* his, *&c.* from the Feaſt-day of St. *John* then laſt paſt, before the Date of the ſaid recited Indenture, for the Term of 500 Years thence

Recital.

Of a Leaſe for 500 Years in Mortgage.

thence next enſuing, and fully to be compleat and ended, without Impeachment of Waſte, at the yearly Rent of a Pepper-corn, payable at the Feaſt of St. *Michael* the Arch-Angel, if demanded, and under a Proviſo for the making void thereof, upon Payment of the Sum of 615 *l.* of lawful Engliſh Money, by the ſaid Sir *A. J.* his, *&c.* unto the ſaid C. C. his, *&c.* upon the, *&c.* then next enſuing the Date of the ſaid recited Indenture, as by the ſame Indenture more at large appeareth, which ſaid Sum of 615 *l.* was not accordingly paid, whereby the ſaid Eſtate of the ſaid C. C. became abſolute *Law*, and the Principal Sum of 600 *l.* reſteth now due and owing upon the ſaid recited Mortgage: **And Whereas** the ſaid C. C. having made his laſt Will and Teſtament in Writing, whereof he appointed the ſaid *T. W.* ſole Executor, afterwards died; and after his Deceaſe, the ſaid *T. W.* proved the ſaid Will in due Form of Law, and took upon him the Burden of the Execution thereof: **And Whereas** by certain Indentures of Leaſe or Releaſe; the Releaſe *Tripartite*, mentioned to be made between the ſaid Sir *J. B. A. B. J.* G. and Sir *M. J.* of the firſt Part, *J. G.* Eſq; and *W. B.* of, *&c.* Eſq; of the ſecond Part, and Sir *J. M.* of, *&c.* Kt. and *R. M.* of, *&c.* Eſq; of the third Part, already prepared and intended to bear Date, and to be executed ſome Time after the Date and Execution of theſe Preſents, the Reverſion, Freehold and Inheritance of all and every the Premiſſes demiſed by the ſaid firſt recited Indenture, are intended (in Purſuance of a Decree made in the High Court of *Chancery*, upon the, *&c.* laſt paſt, before the Date of theſe Preſents, in ſeveral Cauſes then depending in the ſame Court, between the ſaid Sir *M. J.* and his Wife, and the ſaid Sir *J. M.* Plaintiffs, and the

Which Money was not paid, ſo that the Eſtate became abſolute in Law.

The Mortgagee dies, having made *T. W.* his Executor.

The Freehold of the Premiſſes to be ſold by Decree in Chancery.

ſaid Sir *J. B. A. B. J. G. J. L. E. H. J. J.* Widow, *M. J.* and *W. J.* an Infant by his Guardian, and *R. C.* Defendants: And between the ſaid *J. J. H. C.* Eſq; the ſaid *M. J.* and the ſaid *W. J.* by his Guardian Plaintiffs, and the ſaid Sir *M. J.* Sir *J. B. A. B. J. G.* Defendants) to be ſettled and aſſured to the Uſes, and according to the Limitations thereof in and by the ſaid Indenture *Tripartite*, of Releaſe limited and declared: **And whereas** in and by a Decree made in the High Court of *Chancery*, upon the, *&c.* laſt paſt, before the Date hereof, in a Cauſe then depending there between *R. C.* Eſq; and *M* his Wife, *T. C.* and *H.* his Wife, *J. B.* and *E. K.* Plaintiffs, and the ſaid *T. W.* Sir *M. J.* Sir *J. B. A. B. J. G.* and *E. C.* Defendants. **It is decreed**, That the ſaid *T. W. E. C.* ſhall execute an Aſſignment of the ſaid mortgaged Premiſſes, unto the ſaid Sir *M. J.* (being thereby allowed the Purchaſer thereof) or to whom he ſhould appoint, he the ſaid Sir *J. M.* paying to the ſaid *T W.* the Sum of 600 *l.* which ſaid Conveyance was not to prejudice any further Demand of the ſaid *T. W.* and *E. C.* out of the other Eſtate of the ſaid Sir *A. J.* for what ſhall appear due on the ſaid Mortgage, over and above what the Sum of 600 *l.* herein-after mentioned, ſhall extend to ſatisfy: **Now this Indenture witneſſeth**, That in Obedience, and according to the laſt mentioned Decree, and in Conſideration of the Sum of 600 *l.* of lawful Money of *England*, in Hand by the ſaid Sir *M. J.* by the Appointment of the ſaid Sir *J. B. A. B.* and *J. G.* teſtified by their being Parties to, and Sealing and Delivery of theſe Preſents, paid unto the ſaid *T. W.* before their Sealing and Delivery hereof, the Receipt whereof accordingly, the ſaid *T. W.* doth hereby acknowledge, and thereof, and of every

And the Executors of the Mortgagee, and *E. C.* the Reſiduary Legatee.

To execute an Aſſignment of the mortgaged Premiſſes, upon Payment of the Monies due.

In Obedience to which Decree the Executor (having received the Money) and *E. L.* Aſſignee, *&c.*

The remaining Part of the 500 Years, according to the Nomination of the Purchaſer of the Freehold.

every Part thereof, doth releaſe, acquit and diſcharge the ſaid *M. J.* his, *&c.* by theſe Preſents, The ſaid *T. W.* and *E. C.* by the Appointment of the ſaid Sir *J. B. A. B.* and *J. G.* teſtified alſo by their being Parties hereunto, and Sealing and Delivery hereof, **Have** and either of them **Hath** bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, and either of them doth, at the Nomination of the ſaid Sir *M. J.* bargain, ſell, aſſign, and ſet over unto the ſaid *E. T.* and *M. C.* the aforeſaid Meſſuage or Tenement, Arable Lands, Meadow, Paſture and feeding Grounds, and all and ſingular other the Premiſſes, in and by the ſaid firſt recited Indenture, demiſed, or mentioned or intended to be demiſed by the ſaid Sir *A. J.* unto the ſaid *C. C.* together with their and every of their Appurtenances, and alſo the ſame recited Indenture, and all the Eſtate, Right, Title and Intereſt, Truſt, Term of Years to come, Claim and Demand whatſoever of them the ſaid *T. W.* and *E. C.* or of either of them, or, into, or out of the ſaid aſſigned Premiſſes, or any Part thereof, **To have and to hold** the ſaid Meſſuage or Tenement, Lands and Premiſſes, with their and every of their Appurtenances unto the ſaid *E. T.* and *M. C.* their, *&c.* for and during all the Remainder, yet to come and unexpired, of the aforeſaid Term of 500 Years: **In Truſt** nevertheleſs to attend the Freehold and Inheritance of the ſaid aſſigned Premiſſes, according to the Uſes and Limitations thereof, in and by the aforeſaid Indenture *Tripartite* of Releaſe, limited and declared; **Provided** always, and it is hereby declared, covenanted and agreed, by and between the ſaid Parties to theſe Preſents, That this preſent Indenture, or any Thing herein contain'd, ſhall not extend to prejudice the ſaid *T. W.* and *E. C.* or

Saving to themſelves a Remedy upon other Lands of the Mortgager for any further Debt, *&c.*

Note, *Sir* A. J. *had by his Will deviſed all his real Eſtate for Payment of Debts, as well by Mortgage as otherwiſe.*

either of them in any Demand, they or either of them have, or may claim of, in, unto or upon any other the Lands and Tenements, late of the ſaid Sir *A. J.* for or in reſpect of ſo much of the Principal and Intereſt due on the ſaid Mortgage, as the ſaid Sum of 600 *l.* ſhall not extend to ſatisfy, but that they the ſaid *T. W.* and *E. C.* or either of them, may proſecute any Action or Suit, or do ſuch other Matter and Things for the obtaining ſuch Remainder out of the ſaid other Eſtate, as if theſe Preſents had not been made; This Indenture, or any Thing herein contrary thereof in any wiſe notwithſtanding.

The Aſſignors covenant ſeverally, that they have done no Act or Thing, whereby the Premiſſes may be charged, incumber'd, or impeached.

And the ſaid *T. W.* for himſelf, his, *&c.* doth covenant, grant and agree to and with the ſaid *E. T.* and *M. C.* their, *&c.* by theſe Preſents, That neither the ſaid *C. C.* deceaſed, nor his Executor the ſaid *T. W.* have or hath at any Time heretofore made, done, committed or wittingly or willingly ſuffered any Act or Thing whatſoever, whereby or wherewith the ſaid aſſigned Premiſſes, or any Part thereof, are, is, or may be charged, incumbred, or impeached in any wiſe whatſoever; **And** the ſaid *E. C.* for herſelf, her, *&c* doth covenant, grant and agree to and with the ſaid *E. T.* and *M. C.* their, *&c.* by theſe Preſents, That ſhe the ſaid *E. C.* hath not heretofore made, done, committed or wittingly ſuffered any Act or Thing whatſoever, whereby or wherewith the ſaid aſſigned Premiſſes, or any Part thereof, is or may be charged, incumbred or impeached in any wiſe howſoever.

In Witneſs, &c.

An

An Aſſignment of a Bond, where the Obligor that is only bound at Surety for the other, pays the Money, and having no Counter-Bond, takes an Aſſignment from the Obligee in a third Perſon's Name in Truſt for him.

THIS Indenture, made, *&c.* between *T. L.* of, *&c.* of the one Part, and *A. W.* of, *&c.* Widow, and *R. S.* of the other Part: **Whereas** by one Bond or Obligation, bearing Date the, *&c.* *A. M.* of, *&c.* together with the ſaid *R. S.* but for the proper Debt of the ſaid *A. M.* became jointly and ſeverally bound unto the ſaid *T. L.* in the Penal Sum of 1200 *l.* of lawful, *&c.* Conditioned for the Payment of the Sum of 609 *l.* of like Money unto the ſaid *T. L.* his Executors, Adminiſtrators or Aſſigns, on the, *&c.* as by the ſaid Bond or Obligation, Relation being thereunto had, may appear: **And whereas** before the Day of the Date of theſe Preſents, It was agreed, by and between the ſaid *T. L.* and *R. S.* That the ſaid *T. L.* in Conſideration of the Sum of 625 *l.* and ten Shillings, to him to be paid by the ſaid *R. S.* ſhould aſſign over the ſaid Bond unto her the ſaid *A. W.* and give and grant unto her the ſaid *A. W.* and her Aſſigns, full Power and Authority to receive and take of the ſaid *A. M.* his Heirs, Executors, Adminiſtrators and Aſſigns, the Money due, and to be due on the ſaid Bond in Truſt for him the ſaid *R. S.* **Now theſe Preſents witneſs**, That the ſaid *T. L.* as well for and in Conſideration of the ſaid Sum of 625 *l.* and 10 *s.* to him in Hand, at

Recital of the Bond.

Conſideration.

The Aſſignment and Grant.

A Letter of Attorney.

or before the Sealing, *&c.* by the ſaid *R. S.* well and truly paid; as in Performance of the ſaid Agreement on the Part of him the ſaid *J. T.* And alſo, for and in Conſideration of the Sum of 5 *s.* of like Money to him in Hand paid by the ſaid *A. W.* the Receipt of which ſaid ſeveral Sums, he the ſaid *T. L.* doth hereby acknowledge, and thereof, and of every Part thereof, doth clearly acquit, exonerate, and for ever diſcharge the ſaid *R. S.* and *A. W.* their, *&c.* by theſe Preſents, he the ſaid *T. L.* hath given, granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth abſolutely give, *&c.* and ſet over unto the ſaid *A. W.* her Executors and Adminiſtrators, as well the ſaid recited Bond or Obligation, and all Sum and Sums of Money thereupon due or to be due, and the whole Benefit and Advantage of the ſame: **As alſo**, all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *T. L.* of, and in and to the ſame; and the ſaid *T. L.* in Conſideration of the Premiſſes **hath** nominated, ordained, conſtituted, and in his Place and Stead put, and by theſe Preſents doth nominate, ordain, conſtitute, and in his Place and Stead put the ſaid *A. W.* her, *&c.* the true and lawful Attorney and Attornies of him the ſaid *T. L.* his, *&c.* in the Name of him the ſaid *T. L.* his Executors and Adminiſtrators, to aſk, demand, ſue for, recover, receive and take, of and from the ſaid *A. M.* his, *&c.* all ſuch Sum and Sums of Money now due and payable, and which ſhall grow due upon the ſaid Bond or Obligation, To have, hold, receive and take the ſaid Bond and Money, and the whole Benefit and Advantage of the ſame, unto the ſaid *A. W.* her, *&c.* for ever, **In Truſt** nevertheleſs for the ſaid *R. S.* his, *&c.* And the ſaid *T. L.* doth hereby give and grant unto the ſaid *A. W.* her Executors and Adminiſtrators,

ſtrators, full Power and Authority to commence, and proſecute in the Name of the ſaid *T. L.* his Executors and Adminiſtrators, any Action or Actions, Suit or Suits in Law or Equity againſt the ſaid *A. M.* his, *&c.* or other lawful Ways or Means whatſoever, to uſe for the recovering and receiving of the aforeſaid Sum, and upon Receipt of the ſame, or any Part thereof, Acquittances or other Diſcharges in the Name of the ſaid *T. L.* his Executors and Adminiſtrators, to make, give, ſeal, And as his Act and Deed, deliver, and generally to do, execute, proſecute and conclude, all ſuch Act and Acts, Thing and Things whatſoever, which in and about the recovering, receiving, releaſing or diſcharging of the Premiſſes, ſhall be neceſſary or convenient, as fully and effectually as he the ſaid *T. L.* his, *&c.* may, might or could do perſonally; And the ſaid *J. L.* for himſelf, his, *&c.* doth covenant, grant and agree to and with the ſaid *R. S.* his Executors and Adminiſtrators by theſe Preſents, That he the ſaid *T. L.* hath not any Time heretofore releaſed or diſcharged the ſaid Bond or Obligation, nor ſhall or will at any Time releaſe or diſcharge the ſame, or diſown, diſavow, diſcontinue, or releaſe any Action or Suit to be thereupon brought, or revoke or countermand any Power or Authority to the ſaid *A. W.* her Executors and Adminiſtrators, by theſe Preſents, given and granted, without the Conſent of the ſaid *R. S.* his, *&c.* firſt had and obtained in Writing (except the ſaid *T. L.* his Executors or Adminiſtrators, ſhall be ordered and decreed, ſo to do by ſome Court of Law or Equity) And the ſaid *R. S.* for himſelf, his Executors and Adminiſtrators doth covenant, promiſe, grant and agree to and with the ſaid *T. L.*

A Covenant that the Obligee hath not releaſed the Bond, nor will releaſe, *&c.* or countermand the Power given without Conſent.

A Covenant to indempnify the Aſſignor.

T. L. his, *&c.* by theſe Preſents, That he the ſaid *R. S.* his, *&c.* or ſome of them, ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indempnified him the ſaid *J. L.* his Executors and Adminiſtrators and his, their, and every of their Goods, Chattels, Lands and Tenements of and from all Actions, Suits, Nonſuits, Judgments, Executions, Coſts, Damages and Expences which ſhall ariſe, happen, or be awarded or adjudged againſt the ſaid *T. L.* his Executors or Adminiſtrators, for or by reaſon of the ſaid Bond or Obligation, or the Aſſignment thereof, or for or by reaſon, or other than and except ſuch Coſts, Charges and Damages as he the ſaid *T. L.* his Executors or Adminiſtrators, or any of them, ſhall or may pay or ſuſtain, for or by reaſon of the Breach of the expreſs Covenants herein contained on his and their Parts to be performed.

In Witneſs, &c.

An Aſſignment of a Bail Bond, and two Judgments thereon recovered in Truſt for one of the Obligors in the ſame Bond, who paid the Money due on the Original Action.

THIS Indenture, *Tripartite*, made, *&c.* betweeen *N. N.* of, *&c.* Gent. of the one Part, *G. T.* of, *&c.* Gent. of the ſecond Part, and *G. M.* of, *&c.* Eſq; of the third Part: **Whereas** *E. R.* Gent. *J. S.* Eſq; and *E. R.* Widow by their Bond or Obligation, bearing Date the, *&c.* did become bound unto the ſaid *N. N* in the Penal Sum of 60 *l.* conditioned for the Payment of 30 *l.* and Intereſt on the, *&c.* **And Whereas** the ſaid 30 *l.* and Intereſt, or any Part thereof, was not paid according to the ſaid Condition, and thereupon an Action was brought, and the ſaid *E. R.* arreſted upon the ſaid Bond: **And Whereas**, at the Requeſt of the ſaid *E. R.* and *G. R.* the ſaid *G. M.* and *T. L.* of, *&c.* by their Bond or Obligation bearing Date the, *&c.* became bound unto Sir *J. S.* Kt. and Sir *W. C.* Kt. the Sheriff of the County of *Middleſex*, in the Penal Sum of 120 *l.* conditioned for the Appearance of the ſaid *E. R.* in the Court of *King's-Bench*, at a certain Day in the ſame Condition mentioned: **And Whereas** the ſaid *E. R.* did not appear in the ſaid Court of *King's-Bench*, at the Day the ſame Condition mentioned, and thereupon the ſaid Sheriff according to the Method uſed in ſuch Caſes, did aſſign the ſaid laſt mentioned Bond unto the ſaid *N. N.* and

Recital of the Bond,

Put in Suit.

Bail given for Appearance.

The Defendant did not appear.

Bail Bond aſſigned to the Plaintiff.

Two Judgments againſt the two Bail.

Money paid by one of the Bail in Conſideration whereof

The Plaintiff aſſigns the ſaid Bail Bonds and Judgments thereupon, and all his Right, Title, Intereſt, Truſt and Claim in the ſame in Truſt for him who paid the Money.

and thereupon in *Trinity* Term laſt paſt, two ſeveral Judgments were recovered on the ſaid laſt mentioned Bond, in the Name of the ſaid Sir *J. S.* and Sir *W. C.* in his Majeſty's Court of *King's-Bench* at *Weſtminſter* (that is to ſay) one Judgment againſt the ſaid *G. M.* for the Sum of 120 *l.* Debt, and 66 *s.* Coſts of Suit, and one other Judgment againſt the ſaid *T. L.* for the Sum of 120 *l.* Debt, and 66 *s.* Coſts of Suit, as by the ſaid ſeveral Bonds or Obligations, and the Records of the ſaid ſeveral Judgments may appear: **Now this Indenture witneſſeth,** That for and in Conſideration of the Sum of of lawful, *&c.* to the ſaid *N. N.* in Hand paid by the ſaid *G. M.* in full for the Principal and Intereſt due upon the ſaid firſt mentioned Bond or Obligation, and alſo of the Coſts of the Proſecution upon the ſaid Sheriffs Bond, and for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England*, to the ſaid *N. N.* in Hand paid by the ſaid *G. T.* the Receipt of which ſaid ſeveral Sums of, *&c.* and five Shillings, he the ſaid *N. N.* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *G. M.* and *G. T.* their Executors and Adminiſtrators, and every of them by theſe Preſents: And for divers other good Cauſes and Conſiderations him the ſaid *N. N.* thereunto moving, he the ſaid *N. N.* at the Requeſt and by the Direction of the ſaid *G. M.* teſtified by his being a Party to, and Signing and Sealing of theſe Preſents, **Hath** bargained, ſold, aſſigned and ſet over, And by theſe Preſents doth bargain, ſell, aſſign and ſet over unto the ſaid *G. T.* the ſaid two Bonds or Obligations, and the ſaid two ſeveral Judgments, and all Sum and Sums of Money on them, and every of them due, and all Right, Title, Intereſt, Truſt, Claim,

Claim and Demand whatſoever, which the ſaid *N. N.* hath, or may have or claim, of, into, or out of the ſaid Bonds and Judgments, or any or either of them. **To have and to hold** the ſame unto the ſaid *G. T.* his, *&c.* In Truſt nevertheleſs for the ſaid *G. M.* his Executors, Adminiſtrators and Aſſigns. **And theſe Preſents further witneſs**, That the ſaid *N. N.* doth hereby make, ordain, conſtitute and appoint, and in his Place and Stead put the ſaid *G. T.* his Executors, Adminiſtrators and Aſſigns, the true and lawful Attorney and Attornies, and Aſſignees of him the ſaid *N. N.* his Executors and Adminiſtrators, for him, and in his Stead, and in the Stead of his Executors and Adminiſtrators, to take out Execution upon the ſaid Judgments: And alſo doth by theſe Preſents give unto the ſaid *G. T.* his Executors, Adminiſtrators and Aſſigns, full Power and Authority for him the ſaid *N. N.* and in his Name and Stead, and in the Name and Stead of his Executors and Adminiſtrators, to do, perform, execute and accompliſh all and every ſuch lawful Act and Acts, Thing and Things whatſoever, as he the ſaid *G. T.* his, *&c.* ſhall think requiſite and needful to be done in and about the Premiſſes, in as ample Manner as he the ſaid *N. N.* could have done in Caſe theſe Preſents had not been made: And the ſaid *N. N.* for himſelf, his, *&c.* and for every of them, doth covenant and grant to and with the ſaid *G. T.* his, *&c.* by theſe Preſents, That he the ſaid *N. N.* his Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, at the reaſonable Requeſt and proper Coſts and Charges of the ſaid *G. M.* or *G. T.* their or either of their, *&c.* ratify and confirm, all and every lawful Act and Acts, Thing and Things, which the ſaid *G. T.* his, *&c.* ſhall

Letter of Attorney.

Covenant to ratify, *&c.*

That he hath not, nor will releaſe, *&c.*

ſhall do or procure to be done, in or about the Premiſſes; **And** that he the ſaid *N. N.* hath not at any Time heretofore releaſed, diſcharged or made void the ſaid Bonds or Judgments, or either of them, and that he the ſaid *N. N.* his Executors or Adminiſtrators, ſhall not, nor will at any Time hereafter releaſe, diſcharge, or make void the ſaid Bonds or Judgments, or either of them, or any Sums of Money thereby to be recovered, or any Part thereof, or any Execution or Extent thereupon, had or to be had, nor otherwiſe do or ſuffer to be done, any Act or Thing whatſoever, that ſhall or may be any wiſe prejudicial to the ſaid Bonds or Judgments, or either of them, or impeach the Validity thereof, or any other lawful Courſe, that ſhall be had or proſecuted upon, or by reaſon of the ſaid Bonds or Judgments, or either of them by the ſaid *G. T.* his Executors, Adminiſtrators or Aſſigns, nor ſhall revoke or countermand any Power or Authority to the ſaid *G. T.* by theſe Preſents given and granted, without the Conſent of the ſaid *G. M.* his Executors or Adminiſtrators, firſt had in Writing under his or their Hands and Seals (except the ſaid *N. N.* his Executors or Adminiſtrators, ſhall be ordered and decreed ſo to do by ſome Court of Law or Equity) **And moreover**, That he the ſaid *N. N.* his Executors and Adminiſtrators, ſhall and will at all Times hereafter, being thereunto lawfully required by the ſaid *G. M.* his, *&c.* and at the Coſts and Charges of the ſaid *G. M* and *G. T.* or one of them, their or one of their, *&c.* teſtify his and their Conſent by any Writing under his or their Hands and Seals, or otherwiſe, that Satisfaction be acknowledged upon Record of the ſaid Judgments: **And** the ſaid *G. M.* for himſelf, his, *&c.* doth covenant promiſe and grant to and with the ſaid *N. N.* his, *&c.* by theſe Preſents, That he

The Aſſignee covenants to ſave the Aſſignor harmleſs, *&c.*

the ſaid *G. M.* his, *&c.* ſhall and will at all Times hereafter, ſave, defend, keep harmleſs and indemnified him the ſaid *N. N.* his, *&c.* of, from, and againſt all and all manner of Coſts, Charges, Damages and Expences, that they or any of them ſhall or may from Time to Time ſuſtain, or be put unto, for or by reaſon of any Action to be brought, or Non-proſ. or Nonſuit to be ſuffered upon any Action to be brought upon the ſaid Bonds or Judgments, or any or either of them, or any Execution, Proſecution, Matter or Thing to be had or taken forth by him the ſaid *G. T.* his, *&c.* or any of them, or by *his, their*, or any of their Procurement, by colour or reaſon of the Premiſſes, or for or by reaſon of any Action or Suit, either in Law or Equity to be brought or commenced againſt the ſaid *N. N.* his Executors or Adminiſtrators, or any of them, relating to the Premiſſes hereby aſſigned, Other than and except ſuch Coſts, Charges and Damages as he the ſaid *N. N.* his, *&c.* or any of them, ſhall or may pay or ſuſtain, for or by reaſon of the Breach of any the expreſs Covenants therein contained on his and their Parts to be performed.

In Witneſs, &c.

An

An Aſſignment of a Statute-Staple *(Conditioned to be vacated on Payment of the Money due, and Performance of the Covenants contained in an Aſſignment of a Mortgage bearing even Date therewith) in Truſt for the Mortgagee.*

THIS Indenture, *Tripartite*, made, *&c.* between *W. M.* of, *&c.* Eſq; of the firſt Part, *R. W.* of, *&c.* Gent. and *J. R.* of the ſecond Part, and *J. D.* of, *&c.* Gent. and C. *D.* of, *&c.* Widow, Executors of the laſt Will and Teſtament of *J. D.* late of, *&c.* Gent. deceaſed; of the third Part: **Whereas** the ſaid *J. D.* the Teſtator, by his Recognizance in the Nature of a Statute-Staple, bearing Date the, *&c.* taken and acknowledged before Sir *P. D.* Kt. Mayor of the *Staple* at *Weſtminſter*, and Sir *B. S.* Kt. then Recorder of the City of *London*, acknowledged himſelf to owe and be indebted unto *K.* the now Wife of the ſaid *W. M.* (by the Name of *K. B.* of *L. Spinſter*) in the Sum of 400 *l.* payable as in the ſaid Recognizance is limited; as by the ſaid Recognizance may appear. **And whereas** the ſaid Statute was defeazanced by Indenture bearing Date the, *&c.* and declared and conditioned to be void in Caſe the ſaid *J. D.* the Teſtator, his, *&c.* ſhould perform the Covenants and Agreements on his and their Parts, to be obſerved and performed; comprized in a certain Indenture of Releaſe and Mortgage, made from the ſaid *J. D.* the Teſtator, to the ſaid *K.* (whilſt ſole) in the ſaid Defeazance mentioned, as in, and by the ſaid Indenture of Defeazance, relation being thereunto had, may

Recital of a Statute-Staple, to a Feme ſole and Mortgage, for ſecuring 200 *l.* forfeited.

more fully and at large appear: **And whereas** by Non-payment of the Sum of 200 *l.* principal Monies in the ſaid Indenture of Releaſe or Mortgage mentioned, a certain Proviſo or Covenant in the ſame Indenture, contained on the Part of the ſaid *J. D.* the Teſtator and his Heirs, to be performed, was broken, by Means whereof the ſaid Statute is in full Force: **And Whereas** the ſaid *K.* ſince the Statute and Defeazance entred into, and executed, hath intermarried with the ſaid *W. M.* who thereby is become legally intituled to the ſaid Statute and Recognizance, and the Benefit and Advantage thereof. **And whereas** the ſaid *J. D.* the Teſtator, made his laſt Will and Teſtament in Writing, bearing Date the, *&c.* before the Date of theſe Preſents, and thereof made and conſtituted the ſaid *J. D.* Party to theſe Preſents, and the ſaid *C. D.* his Executors, as in and by the ſaid Will, and the Probate thereof remaining in the Court for Probate of Wills in the County of *C.* Relation being thereunto had may appear. **Now this Indenture witneſſeth,** That for and in Conſideration of the Sum of 200 *l.* of lawful Money of *England*, to him the ſaid *W. M.* in Hand, at and before the Sealing and Delivery of theſe Preſents, by the ſaid *R. W.* and of 5 *s.* of like Money, by the ſaid *J. R.* at the Requeſt, and by the Direction of the ſaid *J. D.* and *C. D.* Parties to theſe Preſents, and by the Nomination of the ſaid *R. W.* (teſtified by their being all made Parties hereunto, and by their Sealing and Delivery hereof) well and truly paid; (which ſaid Sum of 200 *l.* is the ſame Conſideration Money, which is mentioned in a certain Pair of Indentures, *Tripartite*, of Mortgage or Releaſe, bearing even Date with theſe Preſents, made, *&c.* between the ſaid *J. D.* and *C. D.* Parties to theſe Preſents of the firſt Part, *W. M.*

The Feme marries.

The Husband receives the Money of a third Perſon.

and *K.* his Wife, of the ſecond Part, and the ſaid *R. W.* of the third;) the Receipt of which ſaid Sum of 200 *l.* the ſaid *W. M.* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, exonerate, and for ever diſcharge the ſaid *R. W.* and *J. R.* their, *&c.* by theſe Preſents, the ſaid *W. M.* at ſuch Requeſt, and by ſuch Direction, Nomination and Appointment as aforeſaid (teſtified as aforeſaid) **Hath** aſſigned, and ſet over, and by theſe Preſents doth aſſign and ſet over unto the ſaid *J. K.* his, *&c.* as well the ſaid recited Statute or Recognizance, and the Sum of Money therein mentioned; as alſo, all the Eſtate, Right, Title, Intereſt, Benefit, Claim and Demand whatſoever, which he the ſaid *W. M.* by Virtue of the ſaid Intermarriage with the ſaid *K.* his Wife, hath or ought to have, of, in or to the ſame: And for his the ſaid *J. R.*'s better Recovery of the Money thereby payable, the ſaid *W. M.* **Hath** made, conſtituted, ordained, authorized and appointed; and by theſe Preſents doth make, ordain, conſtitute, authorize, appoint, and in his Place and Stead, put the ſaid *J. R.* his Executors, Adminiſtrators, the true and lawful Attorney and Attornies, irrevocable of him the ſaid *W. M.* his Executors and Adminiſtrators, in the Name of him the ſaid *W. M.* his Executors and Adminiſtrators, and for the only proper Uſe of the ſaid *R. W.* to extend, or cauſe to be extended by Vertue of, or upon the ſaid Statute or Recognizance, all, or any the Lands, Tenements or Hereditaments whatſoever, which were of the ſaid *J. D.* the Teſtator, either at the Time of his acknowledging, or entring into the ſaid Statute-Staple, or Recognizance, or at any Time after, and all, or any other Tenements, Hereditaments, Goods or Chattels, which are or may be any way ſubject

And aſſigns the ſaid Statute for the Uſe of the Party that paid the Money to be extended.

ject or liable to be extended by Virtue of, or upon the ſaid Recognizance or Statute-Staple, and do or procure to be done, all and every Act and Acts, by Virtue of a Writ of *Levari facias*, or otherwiſe, as ſhall or may be neceſſary or expedient for the Executing or Perfecting of any ſuch Extent or Extents; **And** the ſaid *W. M.* for himſelf, and for the ſaid *K.* his Wife, their and either of their Executors and Adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *R. W.* his, *&c.* by theſe Preſents, in Manner following, *viz.* That they the ſaid *W. M.* and *K.* his Wife, their Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times, from and after ſuch Time as any Lands, Tenements or Hereditaments ſhall happen to be extended, or taken in Extent upon the ſaid Statute or Recognizance, or by Virtue thereof, or of any Proceſs that ſhall iſſue, go out, or be made thereupon at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *R. W.* his Executors or Adminiſtrators, or ſome of them, make, do, acknowledge and execute all and every ſuch lawful and reaſonable Act and Acts, Device and Devices, Aſſurance and Aſſurances whatſoever, for the granting, aſſigning and ſetting over unto the ſaid *J. R.* his, *&c.* all ſuch Lands, Tenements and Hereditaments, as ſhall ſo happen to be extended, or ſo taken in Extent: **To have and to hold** the ſame during the Continuance of every ſuch Extent or Extents, and the Title under the ſame, in full Force and Effect unto the ſaid *J. R.* his, *&c.* **In truſt** nevertheleſs for the ſaid *R. W.* his Heirs and Aſſigns, to be extended, aſſigned, and kept on Foot as he the ſaid *R. M.* his Heirs and Aſſigns ſhall think fit: **And further**, That he the ſaid *W. M.* nor *K.* his Wife, have, or hath releaſed or diſ-

The Husband Covenants for himſelf and Wife to do ſuch Acts as are or ſhall be requiſite, &c.

That they have not, nor will releaſe, &c. the ſaid Stat. unleſs compelled by ſome Court of Law or Equity.

An Aſſignment of a Statute-Staple *to protect an Eſtate, with Covenants that the ſame ſhall not at all be extended on any Part of one of the Conuſors Eſtate; nor on any other Part of the Conuſor's Eſtate (of whom the Premiſſes ſo to be protected are purchaſed) until ſome Incumbrance ariſe on the purchaſed Premiſſes.*

THis **Indenture** *Quadripartite*, made, *&c.* Between *W. E.* of the firſt Part, *R. S.* of the ſecond Part, *A. W.* of the third Part, and *J. H.* and *G. H.* of the fourth Part; **Whereas** the ſaid *R. S.* and *A. W.* by their Recognizance, in the Nature of a *Statute-Staple*, bearing Date the, *&c.* before the Date of theſe Preſents taken and acknowledged before Sir *G. T.* Kt. Lord Chief Juſtice of the Court of *Common Pleas* at *Weſtminſter*, are and do ſtand bound and obliged unto the ſaid *W. E.* in the Sum of 500 *l.* of lawful Money of *England*, payable unto him the ſaid *W. E.* his certain Attorney, his Heirs or Executors, at a Day therein mentioned, and now paſt, as in and by the ſaid Recognizance may appear, which Statute or Recognizance, by Indenture under the Hand and Seal of the ſaid *W. E.* bearing Date, *&c.* laſt paſt, was defeazanced and agreed to be void on Performance of the Covenants, Grants, Articles, Proviſoes, Payments and Agreements on the Parts and Behalfs of the ſaid *R. S.* his, *&c.* to be performed, paid down, and kept comprized in certain Indentures of Releaſe and Confirmation, bearing even Date

Recital of a Statute acknowledged by two.

Date with the ſaid Indenture of Defeazance, as in and by the ſaid Indenture of Defeazance, Relation being thereunto had, may appear : **And Whereas** the ſaid *J. H.* hath made an abſolute Purchaſe of certain Meſſuages, Tenements, Ground and Houſes, ſituate, *&c.* *London*, in the ſaid Indenture of Releaſe and Confirmation mentioned, which are ſubject and liable unto the ſaid Recognizance or *Statute-Staple*, and are by the ſaid *R. S.* and *J. H.* Parties to theſe Preſents agreed, ſo to be as Part of the Eſtate of the ſaid *R. S.* Party to theſe Preſents; And that it ſhall not affect any other of the real and perſonal Eſtate, either of the ſaid *R. S.* or *A. W.* or their Perſons be any way liable thereunto, but be kept on Foot and extended only to protect and defend the Inheritances of the ſaid Meſſuages, Tenements, Houſes and Ground, and to attend the ſame, as by Indenture of Releaſe and Confirmation *Tripartite*, bearing even Date with theſe Preſents, made between the ſaid *W. E.* of the firſt Part, *R. S.* of the ſecond Part, and *J. H.* of the third Part, whereby the ſaid Premiſſes, and the Reverſion and Inheritance thereof, expectant upon the Deceaſe of *K. K.* *alias Silverlock*; now the Wife of *W. K.* Eſq; are mentioned to be conveyed to the ſaid *J. H.* and his Heirs, Relation being had to the laſt mentioned Indenture of Releaſe, may more fully, and at large appear : **Now this Indenture witneſſeth**, That for and in Conſideration of the Sum of 250 *l.* of lawful, *&c.* by the ſaid *J. H.* and of the Sum of like Money by the ſaid *G. H.* unto the ſaid *W. E.* by the Direction and Appointment of the ſaid *R. S.* at and before the Sealing and Delivery of theſe Preſents, well and truly paid, which ſaid Sum of 250 *l.* ſo paid to the ſaid *W. E.* by the ſaid *J. H.* is the very ſame

An Eſtate which is ſubject to the Statute, purchaſed of one of the Conuſors.

In Conſideration of the Money paid unto the Statute, to the Conuſee by the Purchaſer, and by the Direction of one of the Conuſors.

The Cognizee at the Requeſt of the Cognizor, aſſigns the Stat.

In Truſt for the Purchaſer, who paid him the Money, to the Intent and Purpoſe to protect the Premiſſes purchaſed.

Conſideration mentioned to be paid unto him by the ſaid *J. H.* in and by the ſaid Indenture of Releaſe and Confirmation, bearing even Date with theſe Preſents as aforeſaid, the Receipt and Receipts whereof he the ſaid *W. E.* doth hereby acknowledge, and thereof doth acquit, exonerate, and for ever diſcharge the ſaid *J. H.* and *G. H.* their and either of their, *&c.* by theſe Preſents, he the ſaid *W. E.* at the Requeſt and by the Direction of the ſaid *R. S.* teſtified by their being both made Parties to theſe Preſents, and by their Sealing and Delivery hereof, **hath** bargained, ſold, transferred, aſſigned and ſet over, and by theſe Preſents doth at ſuch Requeſt, and by ſuch Appointment bargain, ſell, transfer, aſſign, and ſet over unto the ſaid *G. H. &c.* as well the ſaid recited Recognizance or Statute, and the Sum and Sums of Money thereupon due and to be due; and alſo the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *W. E.* of, in and to the ſame, together with the whole Benefit and Advantage thereof: **To have and to hold** the hereby aſſigned Recognizance or Statute, and other the Premiſſes unto the ſaid *G. H.* his, *&c.* from henceforth for ever; **In Truſt** nevertheleſs for him the ſaid *J. H.* his Heirs and Aſſigns, to the Intent and Purpoſe that the ſaid recited Recognizance or Statute may be kept on Foot extended, aſſigned, or otherwiſe made uſe of, to attend and to protect the Reverſion and Inheritance of the Meſſuages, Tenements, Houſes and Ground herein before mentioned, in ſuch Manner as he the ſaid *J. H.* and his Heirs ſhall direct and appoint: **And the** ſaid *W. B.* doth by theſe Preſents make, ordain, conſtitute and appoint the ſaid *G. H.* his true and lawful Attorney, irrevocable in his Place and Stead to proſecute and ſue forth any Writ, or Writs of Extent, *Capias, ſi laicus, Liberate* or other Proceſs upon the ſaid Recognizance or Statute, and therewith to charge and extend the ſaid Meſſuages, Tenements, Houſes, Ground and Premiſſes above-mentioned, or any of them, and to evict any the Tenants or Occupiers thereof, or any of them, and all other reaſonable and lawful Uſe and Advantage to make of the ſaid Recognizance, to protect and defend the Inheritance of him the ſaid *J. H.* and his Heirs, of, in, and to the ſaid Premiſſes, And Satisfaction to acknowledge unto, or otherwiſe to exonerate and diſcharge the ſaid Statute or Recognizance at the Requeſt of the ſaid *J H.* or his Heirs, and all and every other reaſonable and lawful Act, Matter and Thing, relating to the Premiſſes, to do and execute as amply and effectually as he the ſaid *W. E.* his Executors or Adminiſtrators, may, can, or might do, if perſonally preſent: All which the ſaid *W. E.* doth hereby ratify and confirm: **And** the ſaid *W. E.* for himſelf, his, *&c.* and for every of them doth covenant, promiſe and grant, to and with the ſaid *J. H.* his, *&c.* by theſe Preſents, in Form following, *viz.* That he the ſaid *W. E.* hath not releaſed, vacated, or otherwiſe defeazanced the ſaid Recognizance or Statute, ſave as aforeſaid; **And** ſhall not releaſe, vacate, or otherwiſe Defeaſance the ſame, without the Conſent of the ſaid *J. H.* his Heirs or Aſſigns, firſt had or obtained in Writing, unleſs he or they ſhall be thereunto ordered or injoined by ſome Rule, Order or Decree of ſome Court of Law or Equity; **And** the ſaid *J. H.* for himſelf, his, *&c.* doth covenant, promiſe and grant, to and with the ſaid *W. E.* his, *&c.* by theſe Preſents, *viz.* That the ſaid *J. H* his, *&c.* ſhall and will from Time to Time, and at all Times

The Letter of Attorney, *&c.*

A Covenant that the Cogniſee hath not vacated the Statute, nor will, unleſs, *&c.*

The Aſſignee covenants to ſave harmleſs, *&c.*

hereafter, ſave, defend, keep harmleſs and indempnified the ſaid *W. E.* his Executors and Adminiſtrators, in his and their Body, Goods, Chattels, Lands and Tenements, and every of them, of, and from all Actions, Suits, Coſts, Charges, and Damages whatſoever, which ſhall or may happen, or which he or they ſhall or may ſuſtain or be put unto, for, or by reaſon of theſe Preſents (Damages and Coſts occaſioned by the wilful Breach of any of the Covenants or Agreements herein contained, and which on the Part and Behalf of him the ſaid *W. E.* ought to be kept and performed, only excepted.) **Provided** always, and it is the expreſs Intent and Meaning of theſe Preſents, and of all the Parties hereunto; And the ſaid *J. H.* for himſelf, his, *&c.* and for every of them doth covenant, promiſe, grant and agree, to and with the ſaid *R. S.* and *A. W.* and either of them, their and either of their, *&c.* and every of them, ſeverally and reſpectively by theſe Preſents, in Manner following, *viz.* That the Perſon or Perſons, Goods, Chattels, Lands or Tenements of the ſaid *A. W.* his Heirs, Executors or Adminiſtrators, or any of them, ſhall not at any Time hereafter be ſued, extended or taken in Execution, or any otherwiſe proſecuted or moleſted, upon, or by reaſon of the ſaid Recognizance or Statute; Nor ſhall any Proceſs or Proceeding iſſue or be had thereupon againſt the ſaid *R. S.* his Heirs, Executors or Adminiſtrators, or his or their Perſon or Perſons, Goods, Chattels, Lands or Tenements, until ſuch Time as the ſaid *J. H.* his Heirs or Aſſigns ſhall be interrupted or obſtructed in the peaceable and quiet Enjoyment of the ſaid Meſſuages, Tenements, Houſes or Ground, ſo as aforeſaid, Purchaſed by the ſaid *J. H.* or ſome Part thereof,

And covenants, that the other joint Cogniſor in the Stat. ſhall not be moleſted thereupon in his Perſon or Eſtate.

Nor the Vendor, unleſs the Purchaſer be moleſted in the Poſſeſſion of the Premiſſes, *&c.*

of, by ſome Judgment, Statute, Gift, Grant, Will, Entail, Jointure, Dower, Uſe, Truſt, or other Incumbrance or Eſtate, created, made, ſuffered, acknowledged, done or executed by the ſaid *R. S.* Party to theſe Preſents; And ſhall be made Uſe of, and applied to no other End, ſave for the Protection and Defence of the Reverſion and Inheritance of the ſaid purchaſed Premiſſes mentioned in the ſaid *Tripartite* Indenture of Releaſe and Confirmation, and to attend the ſame Inheritance from Time to Time.

In witneſs, &c.

An Aſſignment reciting that the Aſſignee had been bound as Surety for the Aſſignor, and reciting a Bond of Arbitration and Award thereon, the Aſſignor aſſigns the ſaid Bond of Arbitration, and Money awarded for Indempnifying the Aſſignee againſt his Suretyſhip.

TO all People to whom this preſent Writing ſhall come, *I. R. S.* of *London*, Merchant, ſend Greeting. **Whereas** my loving Friend *T. Y.* of, *&c.* at the ſpecial Inſtance and Requeſt, and for the proper Debt of me the ſaid *R. S.* ſtandeth bound and obliged with me the ſaid *R. S.* unto *A. G.* of, *&c.* in and by one Bond or Obligation bearing Date, *&c.* in the penal Sum of 100 *l.* of lawful Money of *England*, conditioned for the true Payment of 51 *l.* 10 *s.* of like Money, on the, *&c.* next enſuing, as by the ſaid Bond and the Condition thereof, Relation being thereunto had, may appear; which ſaid Sum of 50 *l.* doth yet remain due and unpaid, and the ſaid recited Bond or Obligation is and ſtandeth in full Force. **And whereas** *J. F.* of; *&c.* And I the ſaid *R. S.* by our ſeveral Bonds or Obligations bearing Date, *&c.* laſt paſt, do ſtand bound and obliged each to the other, in the penal Sum of 600 *l.* of lawful, *&c.* conditioned for the true Obſervance and Performance of the Award, Arbitrament, Determination and Judgment of *J. K. R. T.* and *W. W.* of *London*, Merchants; or any two of them, Arbitrators between us, indifferently choſen to End and Determine all and all manner of Suits and Differences whatſoever, to

One joint Obligor.

Aſſigns Money due to him upon an Award, *&c.* to the other joint Obligor, to indempnify him.

to the Day of the Date of the ſaid Bonds or Obligations. The Burden of which ſaid Award, two of the ſaid Arbitrators (*viz.*) *R. T.* and *W. W.* took upon them. And after a full and due Examination and Conſideration of the Matters in Difference between the ſaid *J. F.* and me the ſaid *R. S.* they the ſaid *R. T.* and *W. W.* did make and give up their Award in Writing indented, under their Hands and Seals, bearing Date, *&c.* laſt paſt, whereby they the ſaid *R. T.* and *W. W.* (among other Things) did Award and Order, That the ſaid *J. F.* his Executors or Adminiſtrators, ſhould pay or cauſe to be paid unto me the ſaid *R. S.* my Executors, Adminiſtrators or Aſſigns, the full Sum of 82 *l.* of lawful Money of *England*, in Manner following (that is to ſay) 41 *l.* Part thereof on the 8th Day of *March* next enſuing, and 41 *l.* Reſidue thereof, on the 20th Day of the ſame Month of *March*, as by the ſaid Bond of Arbitration under the Hand and Seal of the ſaid *J. F.* and the aforeſaid Writing of Award indented, Relation being thereunto had, may appear. **Now know ye**, That I the ſaid *R. S.* for indempnifying him the ſaid *J. Y.* his, *&c.* of and from the ſaid recited Bond, wherein the ſaid *J. Y.* ſtands bound with me the ſaid *R. S.* unto the ſaid *A. G.* and that he the ſaid *J. Y.* his Executors and Adminiſtrators, may be hereby enabled to reimburſe him and themſelves the ſame and the ſaid Sum of 50 *l.* and the Intereſt thereof, in Caſe he ſhall be compelled to pay the ſame, and all Coſts, Charges and Damages that he or they ſhall or may ſuſtain or be put unto by Reaſon thereof, Have granted, aſſigned and ſet over, and by theſe Preſents do, fully, clearly and abſolutely grant, aſſign and ſet over unto the ſaid *J. Y.* his, *&c.* the ſaid recited Bond to me the ſaid *R. S.* and all Sum and Sums of

Money to me due, or to be due by Vertue thereof, and of the ſaid recited Award, or either of them; To have, hold and enjoy the ſame, and every Part thereof, to his and their own Uſe and Uſes.

Letter of Attorney.

And I the ſaid *R. S.* hereby for my ſelf, *&c.* do conſtitute, depute, authorize and appoint the ſaid *J. Y.* his Executors and Adminiſtrators, my true and lawful Attorney and Attornies, in my Name, and in the Name of my Executors and Adminiſtrators, but to and for the proper Uſe of him the ſaid *J. Y.* and of his Executors and Adminiſtrators, to ask, require, ſue for, recover, receive and take of and from the ſaid *J. F.* his Executors and Adminiſtrators, all ſuch Sum and Sums of Money whatſoever, due or to be due from the ſaid *J. F.* unto me the ſaid *R. S.* by Vertue of the ſaid recited Bond of Arbitration and Award, or either of them. Giving and hereby granting unto the ſaid *J. Y.* his, *&c.* my full Power and Authority, in and about the effectual Proſecution of the Premiſſes. And further, in the Names of me, my, *&c.* to do, ſue, proſecute, execute and finiſh all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Device and Devices in the Law whatſoever, as ſhall be needful and requiſite in and about the due Execution of the Premiſſes, in as large and ample Manner and Form in every Reſpect, as I my ſelf might or could do, being perſonally preſent.

The Aſſignor covenants not to receive the Money, nor Releaſe, *&c.*

And I the ſaid *R. S*, for my ſelf, *&c.* and for every of them, do covenant, promiſe and agree to and with the ſaid *J. Y.* his Executors and Adminiſtrators, by theſe Preſents, in Manner and Form following, (that is to ſay) that neither I the ſaid *R. S.* at any Time heretofore have, or that I my Executors or Adminiſtrators at any Time hereafter ſhall, or will receive the Money to me due by Vertue of the ſaid recited Bond or Obligation, wherein the ſaid *J. F.* ſtands bound to me the ſaid *R. S.* or done or committed any Act or Thing whereby the ſame is any way releaſed, made void, or prejudiced, or that I, my Executors or Adminiſtrators, without the Conſent of the ſaid *J. Y.* his Executors or Aſſigns, ſhall or will releaſe or diſcharge the ſame, or receive any Money due or to be due by Vertue thereof, or diſown, diſavow or diſcontinue any Action or Suit that ſhall be brought, commenced, or proſecuted for the Recovery of all the Money due upon the ſaid recited Bond or Arbitration. **Provided** always, and *it* is the true Intent and Meaning of theſe Preſents, That if the ſaid *J. Y.* his Executors or Adminiſtrators, ſhall have received of and from the ſaid *J. F.* his Executors or Adminiſtrators, the ſaid Sum of 82 *l.* on or before the 26th Day of *November*, next enſuing the Date hereof, it ſhall be lawful for him the ſaid *J. Y.* his Executors and Adminiſtrators, thereout to pay unto the ſaid *A. G.* his Executors or Adminiſtrators, the ſaid Principal Sum of 50 *l.* and all Intereſt due for the ſame, and to deduct to him the ſaid *J. Y.* his Executors and Adminiſtrators, all Charges and Damages that he or they ſhall or may ſuſtain by Vertue thereof. And afterwards, That he the ſaid *J. Y.* his Executors or Adminiſtrators, ſhall well and truly pay, or cauſe to be paid unto me the ſaid *R. S.* my Executors or Adminiſtrators, the Overplus or Reſidue of the ſaid Money. Or in Caſe the ſaid *J. Y.* his Executors or Adminiſtrators, ſhall not have received any Money, upon, or by Vertue of the ſaid recited Bond or Obligation, on or before the ſaid, *&c.* and ſhall in the mean Time be otherwiſe indempnified and ſaved harmleſs by me the ſaid *R. S.* my Executors or Adminiſtrators, of and from the ſaid recited

The Overplus of the Money aſſigned, after the Debt paid for which the Aſſignee is jointly bound, and Charges, to go to the Aſſignor, *&c.*

In Caſe the Aſſignee be otherwiſe indempnified then to deliver back, *&c.*

cited Bond or Obligation, wherein we ſtand jointly and ſeverally bound to the ſaid *A. G.* That then the ſaid *J. Y.* his Executors or Adminiſtrators, ſhall deliver up to me the ſaid hereby aſſigned Bond or Obligation, ſafe, whole, and uncancelled.

In witneſs, &c.

A Conditional Aſſignment of a Bond. The Aſſignor borrowing a Sum of Money on the Aſſignee, aſſigns a Bond to him for his Security.

The Aſſignor borrows Money of the Aſſignee, and aſſigns to him the like Sum due to the Aſſignor from another.

This Indenture made, *&c.* between *J. D.* of, *&c.* of the one Part, and *D. B.* of, *&c.* of the other Part: Whereas Sir *T. S.* of, *&c.* Baronet, by his Bond or Obligation, bearing Date the, *&c.* ſtandeth bound and obliged unto the ſaid *J. D.* in the penal Sum of 300 *l.* of lawful Money of *England*, Conditioned for the Payment of 150 *l.* of like Money, on the, *&c.* as by the ſame Relation being thereunto had, may appear. And whereas the ſaid *J. D.* for the Supply of his preſent Occaſions, hath the Day of the Date hereof, borrowed, had and received of the ſaid *D. B.* the Sum of 150 *l.* of lawful Money of *England*: Now this Indenture witneſſeth, That the ſaid *J. D.* in Conſideration of the ſaid Sum of 150 *l.* ſo lent as aforeſaid, and for the better aſſuring the ſame with Intereſt, at the Rate of 6 *l. per Cent. per Ann.* as herein after is mentioned, Hath granted, aſſigned, and ſet over, and by theſe Preſents doth grant, aſſign and ſet over unto the ſaid *D. B.* as well the ſaid Bond or Obligation, and the Sum and Sums of Money thereupon due, as alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *J. D.* his, *&c.* of, in, and to the ſame; To have, hold, receive, and take the ſaid Sum and Sums of Money unto him the ſaid *D. B.* his, *&c.* as his and their own proper Money for ever. **Provided** always, and theſe Preſents are upon Condition nevertheleſs. And the ſaid Parties to theſe Preſents, and either of them, for themſelves, their reſpective Executors and Adminiſtrators, do mutually agree to and with the other of them, his Executors and Adminiſtrators, by theſe Preſents, That if the ſaid *J. D.* his, *&c.* or any of them, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *D. B.* his, *&c.* the Sum of 150 *l.* of lawful Money of *England*, with Intereſt for the ſame, at and after the rate of 6 *l. per Cent. per Annum*, on the 8th Day of *July*, next enſuing the, *&c.* or ſo much of the ſaid Sum of 150 *l.* with Intereſt at the Rate aforeſaid, to be accounted from the Date of theſe Preſents, as the ſaid *B. D.* his Executors or Adminiſtrators ſhall not be reimburſed (in the mean Time) by and out of the Monies due and payable by Vertue of the ſaid recited Bond or Obligation, Then this preſent Aſſignment to be void. And the ſaid *D. B.* his Executors or Adminiſtrators, ſhall and will deliver back the ſaid Bond unto the ſaid *J. D.* his, *&c.* ſafe and uncancelled. But if more Monies ſhall happen in the mean Time to be recovered, had and received by the ſaid *D. B.* upon or by Vertue of the ſaid aſſigned Bond, than ſhall pay and reimburſe the ſaid *D. B.* and his Executors, Adminiſtrators or Aſſigns, the ſaid 150 *l.* with Intereſt, and their reaſonable Charges, Then the ſaid *D. B.* his Executors or Adminiſtrators ſhall be accountable for, and pay the Surplus unto the ſaid *J. D.* his Executors,

Upon Condition.

That in Caſe the Aſſignor pays the ſaid Sum and Intereſt, *&c.* on ſuch a Day, then this Aſſignment to be void.

And the Aſſignee to deliver back the Bond aſſigned.

The Aſſignee to account for Overplus, if any.

cutors, Adminiſtrators or Aſſigns, This Indenture or any Thing herein contained to the contrary thereof, in any wiſe notwithſtanding. **And** to the **End** the ſaid *B. D.* his Executors, Adminiſtrators and Aſſigns, may be the better enabled to recover and receive the ſaid Money by Vertue of the ſaid aſſigned Bond, he the ſaid *J. D.* hath nominated and conſtituted, and doth hereby nominate, conſtitute, and in his Place and Stead put the ſaid *D. B.* his Executors and Adminiſtrators, the lawful Attorney and Attornies irrevocable of him the ſaid *J. D.* his Executors and Adminiſtrators, by all lawful Ways and Means, and in the Name and Names of him the ſaid *J. D.* his Executors and Adminiſtrators, to put the ſaid Bond in Suit: And in his or their Name or Names to releaſe the ſame, or diſcharge any Sum or Sums of Money payable by Vertue of the ſaid Bond. **All** which and whatſoever elſe the ſaid *D. B.* his Executors or Adminiſtrators ſhall lawfully do, or cauſe to be done in order to the Recovery of the ſaid Money, he the ſaid *J. D.* for himſelf, his Executors and Adminiſtrators, doth hereby ratify and confirm, and he and they ſhall and will be concluded thereby, and not in any Sort invalidate, diſown, releaſe or controvert the ſame. [A Covenant from the Aſſignor, that he hath not, nor will releaſe the ſaid Bond. And another from the Aſſignee to ſave the Aſſignor harmleſs from Nonſuits, *&c.*]

Letter of Attorney.

In Witneſs, &c.

An Aſſignment of a Bankrupt's Real Eſtate by Bargain and Sale enrolled.

This Indenture made, *&c.* between C. *W.* Eſq; *E. A. N. D.* and *R. S* Gent. of the one Part, and *W.* C. of *London*, Merchant, and *R. S.* of *London*, Bookſeller, two of the Creditors of *A. M.* late, *&c.* of the other Part: **Whereas** their Majeſties Commiſſion (reciting the Commiſſion of Bankrupt) **And Whereas** the ſaid Commiſſioners, Parties to theſe Preſents in further Execution of the ſaid Commiſſion, do find, and it appeareth to them, that the ſaid *A. M.* at the Time of the Date and ſuing forth of the ſaid Commiſſion, was ſeiſed in his Demeſne as of Fee-ſimple, of and in the Reverſion and Inheritance of, and in a certain Meſſuage or Tenement, with the Appurtenances, ſituate, *&c.* heretofore in the Tenure or Occupation of *W. D.* his Aſſignee or Aſſignees, Under-tenant or Under-tenants, abutting South on, *&c.* North on, *&c.* Eaſt on, *&c.* which ſaid Premiſſes they the ſaid Commiſſioners, Parties to theſe Preſents, have cauſed to be viewed, rented and appraiſed by honeſt Men of Skill and Judgment in that Behalf, who have Valued the ſame to be worth to be let at the yearly Rent or Sum of 45 *l.* and that the Eſtate and Intereſt of him the ſaid *A. M* therein to be Sold, is worth the Sum of 650 *l.* of lawful, *&c.* in Caſe the ſame was free from Incumbrances: But the ſaid Commiſſioners Parties to theſe Preſents, have found that the ſaid Meſſuage and Premiſſes, before the Date and ſuing forth of the ſaid Commiſſion, were mortgaged by Indenture of Demiſe for 1000 Years, unto one *J R.*

Recital of the Commiſſion.

And that the Bankrupt was ſeiſed in Fee of the Reverſion of the Premiſſes.

That the Commiſſioners had cauſed the Premiſſes to be valued.

That the ſame were mortgaged.

&c. for the Sum of 600 *l.* or ſome other conſiderable Sum, which with a conſiderable Arrear of Intereſt, is ſtill due and owing thereupon.

And that the Bankrupt was ſeiſed in Fee of another Eſtate.

Which the Commiſſioners had cauſed to be appraiſed.

And Whereas alſo, They the ſaid Commiſſioners Parties to theſe Preſents, do in like manner find, and it appeareth to them, that the ſaid *A. M* at the Time of the Date and ſuing forth of the ſaid Commiſſion, was alſo ſeiſed in his Demeſnes as of Fee, of, and in two Meſſuages or Tenements, with their Appurtenances, ſituate, *&c.* which ſaid two laſt mentioned Meſſuages or Tenements, they the ſaid Commiſſioners Parties to theſe Preſents, have alſo cauſed to be viewed, valued, rented and appraiſed by honeſt Men of Skill and Judgment in that Behalf, who have Valued the ſame to be worth to be let at the yearly Sum of 10 *l.* and no more, for that the ſame are ſmall and very much out of Repair. And that the Eſtate of him the ſaid *A. M.* therein, is worth to be ſold, in Caſe the Sum be free from Incumbrances, at the Sum of 140 *l.* of lawful Money of *England*.

And that he was ſeiſed of a Copyhold Eſtate.

Which they had alſo cauſed to be valued.

And Whereas the ſaid Commiſſioners Parties to theſe Preſents, do alſo find, and it appeareth to them, That the ſaid *A. M.* at the Time of the Date and ſuing forth of the ſaid Commiſſion, was alſo ſeiſed to him and his Heirs, of, and in, *&c.* of Copyhold or Cuſtomary Land, ſituate, *&c.* held of the Lord or Lords of the Manor of, *&c.* which ſaid, *&c.* now are, or late were in the Tenure or Occupation of *E F.* which ſaid Premiſſes they the ſaid Commiſſioners Parties to theſe Preſents, have alſo cauſed to be viewed, valued, rented and appraiſed, by honeſt Men of Skill and Judgment in that Behalf, who have valued the ſame to be worth to be let at the yearly Sum of 2 *l.* 10 *s.* And that the ſaid Eſtate of him the ſaid *A. M.* therein is worth to be ſold, in Caſe the ſame be free from Incumbrances, at the

Sum of 45 *l.* of lawful Money of *England.* **Now this Indenture Witneſſeth,** That the ſaid Commiſſioners Parties to theſe Preſents, in further Execution of the ſaid Commiſſion, and of the Powers and Authorities therein mentioned, and by Force and Vertue of the ſame, and of the Statutes therein mentioned, and as well for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England*, to them the ſaid Commiſſioners Parties to theſe Preſents, at and before the Sealing and Delivery hereof, by them the ſaid *W.* C. and R. *S.* in Hand paid (the Receipt whereof is hereby acknowledged): As alſo for and in Conſideration of the Covenants and Agreements hereafter in theſe Preſents contained, on the Parts and Behalfs of them the ſaid *W. C.* and *R. S.* their, *&c.* to be performed, have ordered, bargained and ſold, aſſigned and ſet over, and by theſe Preſents (as much as in them the ſaid Commiſſioners lieth, and they lawfully may) do order, bargain, ſell, aſſign and ſet over unto the ſaid *W. C.* and *R. S.* their Heirs and Aſſigns, **All** that the ſaid Meſſuage or Tenement, with the Appurtenances, ſituate, *&c.* aforeſaid. And all Houſes, Edifices, Buildings, Sheds, Cellars, Solars, Yards, Back-ſides, Privies, Sinks, Ways, Water-courſes, Lights, Liberties, Privileges, Immunities, Commodities, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging or appertaining, And all thoſe two Meſſuages, ſituate, *&c.* with the Ground and Soil of the ſame, and all other the Meſſuages, Lands and Hereditaments whatſoever of him the ſaid *A. M* in, *&c.* in the ſaid County of, *&c.* And alſo all thoſe, *&c.* of Copyhold or Cuſtomary Land, Meadow, or Paſture Ground, be the ſame more or leſs ſituate. *&c.* with all and every Ways, Eaſements, Emoluments,

Aſſignment.

Emoluments, Commodities and Appurtenances to the ſaid, *&c.* belonging or appertaining, and the Reverſion and Reverſion, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the Premiſſes, and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Reverſion, Claim and Demand whatſoever of *him* the ſaid *A M.* or of the ſaid Commiſſioners, Parties to theſe Preſents, by Vertue of the ſaid Commiſſion, or otherwiſe of, in, and to the ſame: Together with all Deeds, Evidences and Writings whatſoever, touching or concerning the ſaid Premiſſes. **To have and to hold** the ſaid ſeveral Meſſuages, Tenements, Lands, Hereditaments, and all and ſingular other the Premiſſes herein before ordered, bargained, ſold, aſſigned and ſet over, or herein, or hereby meant, mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *W. C.* and *R. S.* their Heirs and Aſſigns for ever: **In truſt** nevertheleſs, and to and for the Uſe and Benefit of them the ſaid *W. C.* and *R. S.* and all other the Creditors of the ſaid *A. M.* who have already ſought, or ſhall in due Time come in and ſeek Relief by Virtue of the ſaid Commiſſion, and contribute towards the Charges thereof, according to the Limitations of the ſaid Statutes in that Behalf made and provided. **And** the ſaid *W. C.* and *R. S.* (that is to ſay) each and either of them, by and for himſelf ſeverally, and not jointly, and for his ſeveral, *&c.* doth covenant, promiſe, grant and agree to and with the ſaid Commiſſioners, Parties to theſe Preſents, their, *&c.* and to and, *&c.* by theſe Preſents, in Manner following (that is to ſay) That they the ſaid *W. C* and *R. S.* their Heirs and Aſſigns, and every of them, ſhall and will with all convenient Speed, uſe their beſt Means and Endeavours, by

Habend' to the Aſſignees and their Heirs, in Truſt for themſelves and the reſt of the Creditors.

The Aſſignees covenant to redeem or get the Poſſeſſion of the Premiſſes.

by Law or otherwiſe, to recover, redeem or get the actual Poſſeſſion of all and ſingular the above bargained and aſſigned Premiſſes. And after ſuch Recovery and Poſſeſſion thereof, had and obtained with like convenient Speed, endeavour to make Sale and Diſpoſition thereof. And accordingly ſell and diſpoſe the ſame, and that to and for the beſt Value, Profit and Advantage they can or may *bona fide*. **And farther**, That they the ſaid *W.C.* and *R. S.* their, *&c.* ſhall and will from Time to Time, and at all Times hereafter, upon reaſonable Requeſt and Notice, render and give unto the ſaid Commiſſioners, in the ſaid Commiſſion named, or unto the major Part of them by the ſaid Commiſſion authorized, or unto ſuch other Commiſſioners, or the major Part of them, as by any future Commiſſion againſt the ſaid *A. M.* ſhall be hereafter authorized to take the ſame, at ſuch Time and Place, Times and Places as they ſhall from Time to Time appoint, a true, juſt, fair and perfect Account in Writing, under the Hands of them the ſaid *W.C.* and *R.S.* their, *&c.* of whatſoever Money or other Satisfaction they the ſaid *W. C.* and *R. S.* or any of them, their or any of their Heirs or Aſſigns, or any of them ſhall have had, recovered, or received by Vertue or Means of this preſent Deed of Bargain, Sale or Aſſignment, or otherwiſe, out of the Eſtate of the ſaid *A. M.* and all ſuch Monies or other Satisfaction, as upon every ſuch Account ſhall appear to be had and received by them the ſaid *W. C.* and *R. S.* their Executors or Adminiſtrators, or any of them, they the ſaid *W. C.* and *R. S.* their Heirs or Aſſigns, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid Commiſſioners, or the major Part of them authorized, or to be authorized as aforeſaid,

And afterwards to make Sale thereof to the beſt Purchaſer.

And to give an Account of the Monies they ſhall receive by Vertue of this Deed.

And to pay the ſame to the Commiſſioners, that it may be divided.

ſaid, to the End the ſame may be by them, or the major Part of them, ordered, diſpoſed and proportionably diſtributed and divided, and ſet over unto the ſaid *W.* C. and R. *S* their Executors and Adminiſtrators, and unto and amongſt all other the Creditors of the ſaid *A. M.* who hath already ſought, or ſhall hereafter come in and ſeek Relief for their reſpective Debts, by Vertue of the ſaid Commiſſion, and contribute toward the Charges thereof, according to the ſaid ſeveral Statutes, and the true Intent and Meaning of the ſaid Commiſſion, and of ſuch Deed or Deeds of Dividend or Diſtribution as ſhall be hereafter made and executed, of or concerning the ſame. **And laſtly,** (*A Covenant to ſave the Commiſſioners harmleſs*)

A Covenant to ſave harmleſs the Commiſſioners.

In Witneſs, &c.

A. Deed

A Deed of Dividend amongſt the Creditors of a Bankrupt.

Recital of the Commiſſion. And of the ſeveral Aſſignments made by the Commiſſioners, &c.

This **Indenture** made, *&c.* between *C. W.* Eſq; *E. A. N. D.* and *R. S.* Gent. of the one Part, and *J. A. E. A.* (*Here name all the Creditors, as well thoſe who have not proved their Debts as thoſe who have*) Creditors of *A. Mill*, late, *&c.* of the other Part. **Whereas** their Majeſties Commiſſion (reciting as aforeſaid.) **And whereas** the ſaid Commiſſioners, Parties to theſe Preſents, upon further Examination and Proof, have found that the ſaid *A. M.* at the Time of his becoming a Bankrupt, and after, was ſeiſed and poſſeſſed of ſeveral Meſſuages, Lands, and Tenements, and poſſeſſed of, intereſſed in, and intituled unto divers Debts, Goods, Chattels, Debts, Sum and Sums of Money, as well in his own Hands, as in the Hands of ſeveral other Perſon and Perſons. **All** which, or ſuch Parts or ſo much thereof, as they the ſaid Commiſſioners Parties to theſe Preſents, have hitherto been able to diſcover, they the ſaid Commiſſioners Parties to theſe Preſents, by ſeveral Indentures under their Hands and Seals (*viz.*) by one **Indenture** bearing Date, and by one other **Indenture** bearing Date, and Inrolled in their Majeſties High Court of *Chancery*, have ordered, bargained, ſold, aſſigned and ſet over unto the ſeveral Grantees or Aſſignees therein reſpectively named Creditors of the ſaid *A. M.* In Truſt to and for the Uſe, Behoof, Benefit and Advantage of them the ſaid Grantees or Aſſignees reſpectively, and of all other the Creditors of him the ſaid *A. M.* who at the Time of executing the ſaid ſeveral Indentures, had ſought, or ſhould in due Time ſeek Relief for their reſpective Debts, by Virtue of the ſaid Commiſſion, and contribute towards the Charges of the ſame, as in and by the ſaid ſeveral Indentures and Schedules thereunto, or unto ſome or one of them annexed, Relation being thereunto reſpectively had, may more fully and at large appear. **And whereas** the ſaid Commiſſioners, Parties to theſe Preſents, in farther Execution of the ſaid Commiſſion, have alſo found, that ſince the ſaid *A. M* became a Bankrupt as aforeſaid, he the ſaid *A. M.* did, and ſtill doth ſtand juſtly and truſy indebted unto the ſaid (*Here put in the Names of thoſe who have proved their Debts*) in the Sum of 16401 *l.* 10 *s.* of lawful Money of *England*, and that the reſt of the Perſons above named, have claimed, and do claim to be due and owing unto them, by and from the ſaid *A. M.* ſeveral Sums of Money amounting to the Sum of 4227 *l.* 18 *s.* of like Money, which ſaid Sums of 16401 *l.* 10 *s.* and 4227 *l.* 18 *s.* being as well Debts proved as claimed, do amount in the Whole, to the Sum of 20629 *l.* 8 *s.* The Particulars whereof, together with the ſaid Perſons Names, as well of thoſe who have proved, as of thoſe who do claim the ſame, are mentioned and expreſſed in a Schedule indented, to theſe Preſents annexed. And for as much as the Time and Space of four Months is long ſince elapſed and expired ſince the Date and ſuing forth of the ſaid Commiſſion, and no other Creditor or Creditors of the ſaid *A. M.* than the Creditors above named, one of the Parties to theſe Preſents, have or hath come in, and ſought Relief by Vertue of the ſaid Commiſſion, and contributed towards the Charge thereof, according to the Limitation of the ſaid Statutes. **Now this Indenture**

denture witneſſeth. That the ſaid Commiſſioners Parties to theſe Preſents, in further Execution of the ſaid Commiſſion, and by Vertue of the ſaid ſeveral Statutes, and purſuant to the ſame: As to the Sum of 2578 *l.* 13 *s.* 6 *d.* of lawful Money of *England,* have (under the Proviſo or Condition here under-written) ordered, diſpoſed, diſtributed, divided and ſet over. And by theſe Preſents (under the Proviſion or Condition aforeſaid) do (as much as in them lieth, and lawfully may) order, diſpoſe, diſtribute, divide and ſet over unto, and amongſt them the ſaid Creditors above-named, one of the Parties to theſe Preſents, the ſaid Sum of 2578 *l.* 13 *s.* 6 *d.* in Manner and Form following, (*viz.*) To each of the ſaid Creditors, their Executors and Adminiſtrators, a ratable and proportionable Part, Share and Proportion thereof, Rate and Rate like, Regard being had to the Quantity of every the ſaid Parties Debts, for and towards Payment and Satisfaction thereof, ſo far forth as the ſaid Money hereby intended to be divided, ſhall extend in a proportionable Manner, the ſaid Sum of 2578 *l.* 13 *s.* 6 *d.* being had, obtained and received out of the Eſtate of the ſaid *A. M.* ſold or aſſigned by the ſeveral Deeds of Aſſignment herein before mentioned. To have, hold, and enjoy the ſaid Sum of 2578 *l.* 13 *s.* 6 *d.* and every Part thereof, unto the above named Creditors, one of the Parties to theſe Preſents, in Proportion as aforeſaid, their Executors and Adminiſtrators, as his and their own proper Monies and Eſtate towards Payment and Satisfaction of their ſaid Debts, by ſuch Diſtribution and Diviſion of the ſame as aforeſaid. Provided always, and upon Condition nevertheleſs, that none of the Perſons above named Creditors, who have not yet made good Proof of their Debts ſo claimed as

To hold the Sum divided unto the Creditors, towards Satisfaction of their reſpective Debts.

A Proviſo that no Creditor, who has not made full Proof of his Debt, ſhall take any Benefit by this Dividend, and to be excluded, unleſs he proves his Debt within three Months after Notice left in Writing at his Houſe. And that the Share of the Creditor making Default of proving his Debt to be diſtributed amongſt the Creditors that have proved their Debts.

as aforeſaid, ſhall have or take any Benefit or Advantage by theſe Preſents, or any Share or Proportion of the ſaid Sum of 2578 *l.* 13 *s.* 6 *d.* hereby diſtributed and divided, until they make due Proof of their ſaid ſeveral Debts reſpectively before the ſaid Commiſſioners, or the major Part of them named in the ſaid Commiſſion, or ſuch Proof as ſhall be by them admitted and allowed of. And in Caſe they neglect or refuſe to make ſuch Proof as aforeſaid, within the Space of three Months next after Notice given or left in Writing at their Houſe, Lodging or Place of Abode for that Purpoſe, That all and every ſuch Creditor or Creditors, ſhall wholly be excluded and utterly debarred this preſent Deed of Diſtribution, and from having any Benefit, Share, Proportion or Advantage hereby for their Debts ſo claimed as aforeſaid, or ſo much or ſuch Part thereof reſpectively as they ſhall fail in making ſuch Proof of as aforeſaid. And that then and thereupon, every Part, Share and Proportion of the ſaid Sum of 2578 *l.* 13 *s.* 6 *d.* by theſe Preſents intended to be diſtributed, and which might have belonged to the Perſons ſo making Default of Proof as aforeſaid, ſhall be and remain to be, and the ſame is hereby diſtributed and divided unto, and amongſt the Creditors of the ſaid *A. M.* who have already proved, or ſhall hereafter in due Time prove their Debts in Manner as before is expreſſed, any Thing before in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. **And the** ſaid *J. A. E. A.* and the reſt of the Perſons above named Creditors, one of the Parties to theſe Preſents, (that is to ſay) every of them, by and for himſelf, and her ſelf ſeverally and reſpectively, and for his and her ſeveral and reſpective Executors and Adminiſtrators, and not jointly the one for the

The Creditors covenant to ſave the Commiſſioners harmleſs as far as concerns their particular Debts.

other doth hereby covenant, promiſe, grant and agree to and with the ſaid Commiſſioners, Parties to theſe Preſents, their Executors and Adminiſtrators, That they the ſaid *J. A. E. A.* and the reſt of the Creditors above named, their Executors and Adminiſtrators, ſhall and will ſo far forth as concerns their particular Debts and reſpective Intereſts, well and ſufficiently ſave, defend, keep harmleſs and indempnified the ſaid Commiſſioners, Parties to theſe Preſents, their Executors and Adminiſtrators, and every of them in their and every of their Bodies, Goods, Chattels, Lands and Tenements, of and from all and all manner of Action and Actions, Suits, Arreſts, Coſts, Troubles, Charges, Damages and Expences whatſoever, which they or any of them ſhall or may ſuffer, ſuſtain, or be put unto, for or by reaſon of this preſent Deed of Diſtribution, or any other Act or Thing whatſoever lawfully done or executed by Vertue of the ſaid Commiſſion, or their or any of their lawful Intermedling in any Part of the ſaid *A. M.*

In Witneſs, &c.

A Deed

A Deed of Licenſe and Compoſition, where after a Commiſſion of Bankruptcy ſued out, and Aſſignments of the Bankrupt's Eſtate, the Creditors agree to take 10 s. *in the Pound.*

Recital of the Commiſſion.

Of the Aſſignment made by the Commiſſioners.

This Indenture made, *&c.* between *W. P. R. H. &c.* Creditors of *J. K.* of, *&c.* of the one Part, and him the ſaid *J. K.* of the other Part, **Whereas** their Majeſties Commiſſion under the Great Seal of *England*, bearing Date at *Weſtminſter*, the, *&c.* before the Date of theſe Preſents hath been awarded againſt the ſaid *J. K.* directed unto ſeveral Commiſſioners therein named, who are the major Part of them in Execution of the ſaid Commiſſion. and of the Powers thereby granted, and by Vertue of the ſeveral Statutes therein mentioned, and in Purſuance of the ſame, have by ſeveral Indentures under their Hands and Seals bearing Date the, *&c.* ordered, bargained, ſold, aſſigned and ſet over unto the ſaid *W. P.* and *R. H.* their, *&c.* **In Truſt** for themſelves, and all other the Creditors of the ſaid *J. K.* which had ſought, and ſhould in due Time ſeek Relief by Vertue of the ſaid Commiſſion, and contribute towards the Charges thereof, a certain Copyhold or Cuſtomary Meſſuage or Tenement, and Orchard, with the Appurtenances, in, *&c.* And alſo divers and ſundry Wares, Merchandizes, Goods, Houſhold-ſtuff, Debts, Sum and Sums of Money, a Schedule or Inventory whereof indented, is to the ſaid Indenture or one of them annexed, as in and by the ſaid Commiſſion and ſeveral

Indentures, Relation being thereunto ſeverally had, may appear. **And whereas** the ſaid Creditors, Parties to theſe Preſents, and the ſaid *J. K.* ſince the ſaid Aſſignments ſo made, are come to an Agreement or Compoſition, that on Payment of the Sum of 10 *s.* in the Pound for every Pound *Sterling*, or 20 *s.* of their reſpective Debts to them reſpectively due, together with the Charges of ſuing forth and proſecuting of the ſaid Commiſſion, ſo as ſuch Charges do not exceed the Sum of 1 *s.* in the Pound for every Pound, or 20 *s.* that the ſaid Debts in the Whole, do amount unto, on or before the, *&c.* He the ſaid *J. K.* his Executors and Adminiſtrators, ſhall be for ever diſcharged, of, and from and againſt every of them the ſaid Creditors, Parties to theſe Preſents. **And Whereas** the ſaid *J. K.* hath ſo far complied with and performed the ſaid Agreement on his Part, that he hath already paid unto and amongſt his Creditors, the Sum of 130 *l.*

That the Creditors have agreed to take 10 *s.* in the Pound.

Now this Indenture witneſſeth, That the ſaid Creditors Parties to theſe Preſents (that is to ſay) each and every of them by and for himſelf, ſeverally and not jointly, and each and every of them for his ſeveral Act and Deed, and for his ſeveral and reſpective Executors and Adminiſtrators, and not one for the Act, or for the Executors or Adminiſtrators of the other, for and in Conſideration of the Premiſſes, doth declare, That he is content to undergo the Loſs of 10 *s.* in the Pound, of and for every Pound, or 20 *s.* of his reſpective Debt to him due and owing from the ſaid *J. K.* at the Time of the Date and ſuing forth of the ſaid Commiſſion. **And** each and every of them doth in Manner as aforeſaid, covenant, promiſe, grant and agree to and with the ſaid *J. K.* his, *&c.* by theſe Preſents, in Manner and Form following (that is to ſay)

The Creditors declare they are willing to take 10 *s.* in the Pound.

And that upon Payment of 10 s. in the Pound, and the Charges by ſuch a Time the Commiſſion may be ſuperſeded at the Bankrupt's Charges.

Or elſe the Commiſſion and the Bankrupt's Eſtate to be aſſigned to the Bankrupt or his Truſtees.

ſay) That upon Payment of ſo much Money as with what hath by him been already paid towards Satisfaction of his Debts, ſhall amount unto 10 s. in the Pound for every Pound *Sterling*, or 20 s. of the ſame Debts, together with the Coſts and Charges of ſuing out and proſecuting of the ſaid Commiſſion, the ſaid Coſts and Charges not exceeding 1 s. in the Pound of the Sum Total, that all the Debts owing by the ſaid *J. K.* unto all his Creditors Parties to theſe Preſents, do amount unto, on or before the ſaid firſt Day of, *&c.* That thenceforth the ſaid Commiſſion at the Coſts and Charges of him the ſaid *J. K.* his Executors or Adminiſtrators, ſhall or may be ſuperſeded, or the ſame and the Benefit thereof, together with all the real and perſonal Eſtate of the ſaid *J. K.* at the like Coſts and Charges of him, his Executors or Adminiſtrators, aſſigned, conveyed or releaſed unto him the ſaid *J. K.* his, *&c.* or unto ſuch other Perſon or Perſons, as he or they ſhall direct or appoint. And that after ſuch Payment and Satisfaction as aforeſaid, on or before the Day above limited, he the ſaid *J. K.* his Executors and Adminiſtrators, ſhall be and are hereby releaſed and diſcharged of, from and againſt all and every the Creditors Parties to theſe Preſents, his, their, and every of their Executors and Adminiſtrators, and every of them, and of and from all Debts, Dues, Claims and Demands whatſoever, from the Beginning of the World unto the Day next before the Day of the Date and ſuing forth of the ſaid Commiſſion.

And the Creditors to enable the Bankrupt to pay the Compoſition, impower him to recover the Debts due to him.

And the better to enable him the ſaid *J. K.* to make ſuch Satisfaction as aforeſaid, the ſaid *W. P.* and *R. H.* by and with the Direction and Conſent of all and every other the Creditors Parties to theſe Preſents, teſtified by their being all made Parties hereunto, and by their Sealing and Delivery hereof, do nominate, conſtitute and appoint, and in their Place and Stead put him the ſaid *J. K.* their true and lawful Attorney, in their Name and Names, but to and for his the ſaid *J. K*'s own proper Uſe and Behoof, to demand, receive and take all and every the Debt and Debts, Sum and Sums of Money to him due and owing, or to be due and owing from any Perſon or Perſons whatſoever, and upon any Receipt or Agreement of, touching or concerning ſuch Debt or Debts, Acquittances, Releaſes or other Diſcharges in the Name or Names of them the ſaid *W. P.* and *R. H.* to Make, Seal and Execute; **And further** in their Names to do, execute, proſecute, conclude and finiſh all and every other reaſonable and lawful Act and Thing whatſoever, for the Recovery of ſuch Debt and Debts. **All** which they hereby ratify and confirm. **And** to the End the ſaid *J. K.* may without Reſtraint, freely Trade and negotiate his Affairs, all the ſaid Creditors Parties to theſe Preſents, (that is to ſay) every of them ſeverally and reſpectively doth hereby give and grant unto the ſaid *J. K.* full Licenſe, Liberty, and ſafe Conduct, as much as in every of them reſpectively lieth, ſo that the ſaid *J. K.* may ſafely, come, go and reſort unto them, and every of them, his ſaid ſeveral Creditors, and elſewhere at his Pleaſure, from henceforth unto the ſaid firſt Day of *April* next enſuing the Date of theſe Preſents, without any Lett, Suit, Attachment, Arreſt, Reſtraint, Moleſtation or Hindrance whatſoever. And that if it ſhall happen that he the ſaid *J. K.* in his Perſon, Goods, Wares, *Debts* or Monies within the Time aforeſaid, by any of the ſaid Creditors Parties to theſe Preſents, ſhall be arreſted, attached, reſtrained or hindred, and not forthwith delivered, ſet at

And grant him Licenſe, &c.

large or diſcharged, That then he the ſaid *J. K.* his Executors and Adminiſtrators, ſhall thenceforth by Vertue of theſe Preſents be for evermore acquitted and releaſed againſt him or them, ſuch and ſo many of the ſaid Creditors Parties to theſe Preſents, as ſhall act contrary to the true Meaning of this their Licenſe and ſafe Conduct, and of, and from all Debts, Dues and Demands whatſoever, from the Beginning of the World unto the Day of the Date of theſe Preſents.

Proviſo, that if the Bankrupt pays not the Creditors to be void.

Provided always, That if the ſaid *J. K.* his Heirs, Executors or Adminiſtrators, or ſome or one of them, do not or ſhall not, on or before the ſaid firſt Day of *April*, next enſuing the Date of theſe Preſents, pay unto the ſaid ſeveral Creditors, Parties to theſe Preſents, ſo much Money as, with what he hath already paid them in Satisfaction of their reſpective Debts, ſhall amount unto 10 *s.* in the Pound for every Pound, or 20 *s.* of every Perſons reſpective Debt, together with the Coſts and Charges of ſuing forth and proſecuting of the ſaid Commiſſion, not exceeding 1 *s* in the Pound as aforeſaid, That then theſe Preſents ſhall be void, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding.

In Witneſs, &c.

An Aſſignment of a Bankrupt's perſonal Eſtate to Aſſignees in Truſt for themſelves, and all other Creditors of the Bankrupt.

Recital of the Commiſſion that the major Part of the Commiſſioners had ajudged him a Bankrupt.

This Indenture made, *&c.* Between C. *W.* Eſq; *E. A. N. D.* and *R. S.* Gent. of the one Part, and Sir *W. T.* of *London* Knight, *W.* C. of *London* Merchant, and *R. S.* of *London* Bookſeller, three of the Creditors of *A. M.* late, *&c.* on behalf of themſelves, and other the Creditors of the ſaid *A. M.* of the other Part: **Whereas** the King and Queen's Majeſties Commiſſion under the Great Seal of *England*, bearing Date at *Weſtminſter* the, *&c.* grounded upon the ſeveral Statutes made concerning Bankrupts, hath been awarded againſt the ſaid *A. M.* directed unto the ſaid *C. W. E. A. N. D.* and *R. S.* together with *E. H.* Eſq; and *C. D.* Gent. thereby giving full Power and Authority unto them the ſaid Commiſſioners, four or three of them (whereof the ſaid C. *W.* or E. *H.* to be one) to execute the ſame, as by the ſaid Commiſſion, relation being thereunto had, may appear: **And whereas** the ſaid Commiſſioners, Parties to theſe Preſents, have begun to put the ſaid Commiſſion in Execution; and upon due Examination of Witneſſes, and other good Proof upon Oath before them taken, do find, that the ſaid *A. M.* for the Space of 3 Years, and upwards laſt paſt, before the Date and ſuing forth of the ſaid Commiſſion, did uſe and exerciſe the Trade of a Stationer, at his Houſe and Shop in *Avy-Mary-Lane, London*; And did thereby, *viz.* in buying and ſelling all ſorts of Stationary Wares, en-

And that he was at the Time of his becoming a Bankrupt intituled to divers Debts, &c. a Schedule.

Aſſignment.

deavour to get his Living, and that by reaſon of his ſaid Trade and Dealing, he became indebted to the above-named Sir *W. T. W.* C. and *R. S.* and unto divers other Perſons his Creditors, in ſeveral Sums of Money, amounting to the Sum of 20000 *l.* and upwards, of lawful Money of *England*; And being ſo indebted as aforeſaid, he the ſaid *A. M.* did before the Date and ſuing forth of the ſaid Commiſſion in the Judgment of the ſaid Commiſſioners, Parties to theſe Preſents, become a Bankrupt to all Intents and Purpoſes within the Compaſs and true Meaning of the ſeveral Statutes in the ſaid Commiſſion mentioned, or within ſome or one of them: **And whereas** the ſaid Commiſſioners Parties to theſe Preſents, upon like Examination and Proof, have found that the ſaid *A. M.* at the Time of his ſo becoming a Bankrupt, and after, was intituled unto, poſſeſſed of, and intruſted in divers and ſundry Debts, Credits, Sum and Sums of Money, due to him in his own Right, the Particulars whereof, or of ſo many, and ſuch Parts thereof as the ſaid Commiſſioners, Parties to theſe Preſents, can at preſent find out and diſcover to be now due and ſtanding out, are mentioned, and ſet down in a Schedule intituled, The firſt Schedule indented, to theſe Preſents annexed: **And whereas** the ſaid *A. M.* before the Date and ſuing forth of the ſaid Commiſſion, was in the Judgment of the ſaid Commiſſioners, Parties to theſe Preſents, intituled in Law or Equity unto the ſeveral other Debts, Sum and Sums of Money by Aſſignment, or other good Authority, made by, or derived under *M. P.* late of, *&c.* the Particulars whereof are mentioned and ſet down in another Schedule hereunto annex'd, intituled the ſecond Schedule: **Now this Indenture witneſſeth**, That the ſaid Commiſſioners, Parties to theſe

Preſents, in further Execution of the ſaid Commiſſion and Statutes therein named; And by Force and Virtue of the ſame, and for and in Conſideration of the Covenants herein after in theſe Preſents, on the Part and Behalf of the ſaid Sir *W. T. W. C.* and *R. S.* jointly and ſeverally covenanted and agreed to be performed, have ordered, bargained, ſold, aſſigned and ſet over, And by theſe Preſents do (as much as in them the ſaid Commiſſioners lieth, and they lawfully may) order, bargain, ſell, aſſign, and ſet over unto them the ſaid Sir *T. W. W. C.* and *R. S.* their Executors, Adminiſtrators and Aſſigns, All and ſingular the ſaid Debts, Credits, Sum and Sums of Money in the ſaid ſeveral Schedules hereunto annexed, mentioned; And all the Eſtate, Right, Title. Intereſt, Property, Claim and Demand whatſoever, of him the ſaid *A. M.* and of them the ſaid Commiſſioners, of, in and to the ſame; **To have and to hold** the Debts, Credit, Sum and Sums of Money aforeſaid, unto them the ſaid Sir *W. T. W. C.* and *R. S.* their Executors and Adminiſtrators for ever, upon this Truſt neverthelefs (that is to ſay) to and for the Uſe and Benefit of them the ſaid Sir *W. T. W. C.* and *R. S.* and all ſuch other of the Creditors of the ſaid *A. M.* who already have ſought, or ſhall hereafter in due Time come and ſeek Relief by Virtue of the ſaid Commiſſion, and contribute towards the Charge thereof, according to the Limitation of the Statutes in that Behalf made and provided; **And the** ſaid Sir *W. T. W.* C. and *R. S.* (that is to ſay) each of them for himſelf, his ſeveral Executors and Adminiſtrators, doth ſeverally, and not jointly, covenant, promiſe, grant and agree, to and with the ſaid Commiſſioners, Parties to theſe Preſents, and to and with every of them, their and every of their

Executors and Adminiſtrators by theſe Preſents, and to and with every of them, their and every of their Executors and Adminiſtrators by theſe Preſents, in Manner and Form following, that is to ſay, That they the ſaid Sir *W. T. W. C.* and *R. S.* their Executors and Adminiſtrators, and every of them, ſhall and will with all convenient Speed, uſe their beſt Means and Endeavours by Suit in Law, or otherwiſe to recover, collect, receive, and get Poſſeſſion of all and ſingular the above bargained and aſſigned Debts, Sum and Sums of Money: **And further,** That they the ſaid Sir *W. T. W. C.* and *R. S.* their Executors and Adminiſtrators, and every of them, ſhall and will from Time to Time, and at all Times hereafter, upon Requeſt and reaſonable Notice, render and give unto the ſaid Commiſſioners, Parties to theſe Preſents, or other the Commiſſioners by the ſaid Commiſſion authorized, or ſuch other Commiſſioners, or the major Part of them, as by any future Commiſſion againſt him the ſaid *A. M.* ſhall be hereafter authorized, to take the ſame at ſuch Time and Place, Times and Places, as they ſhall from Time to Time appoint a true, juſt, fair and perfect Account in Writing, under the Hands of them the ſaid Sir *W. T. W. C.* and *R. S.* their Executors and Adminiſtrators, of what and how much Money, or other Satisfaction, they the ſaid Sir *W. T. W. C.* and *R. S.* or any of them, their, or any of their Executors, Adminiſtrators or Aſſigns, ſhall have had, recovered or received by Virtue or Means of this preſent Deed of Bargain and Sale, or Aſſignment, or otherwiſe, out of the Eſtate of the ſaid *A. M.* and ſuch Monies or other Satisfaction, which upon ſuch Account ſhall appear to be had, raiſed and received by them the ſaid Sir *W. T. W. C.* and *R. S.* or any of them, their, or any of their Execu-

The Aſſignees covenant to Account.

Executors, Adminiſtrators or Aſſigns, they the ſaid Sir *W. T. W. C.* and *R. S.* their, *&c.* or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid Commiſſioners, or the major Part of them, authorized as aforeſaid, or ſuch other Commiſſioners as ſhall hereafter be legally authorized to receive the ſame, to the end it may be by them, or the major Part of them, ordered, diſpoſed, diſtributed and divided, and ſet over unto the ſaid Sir *W. T. W.* C. and *R. S.* their Executors and Adminiſtrators, and unto, and amongſt all ſuch other of the Creditors of the ſaid *A. M.* as have already ſought, or ſhall hereafter come in, and ſeek Relief by vertue of the ſaid Commiſſion, and contribute towards the Charges thereof, according to the Power whereby the ſaid Commiſſioners thereunto authorized, in and by the ſaid Statutes, are or ſhall be enabled and warranted ſo to do, that ſo much Monies, or other Satiſfaction may be anſwered to the ſaid Creditors ſeeking Relief as aforeſaid, proportionably, according to their ſeveral Debts, to them ſeverally and reſpectively due and owing by and from the ſaid *A. M.* according to ſuch Deed of Dividend or Diſtribution, as ſhall hereafter be made of the ſame by the ſaid Commiſſioners. And laſtly, that they, the ſaid Sir *W. T. W. C.* and *R. S.* or one of them, their, or one of their Executors or Adminiſtrators, or ſome of them, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently ſave, defend, keep harmleſs and indemnified all the ſaid Commiſſioners, in and by the ſaid Commiſſion named and authorized, their Executors and Adminiſtrators, and every of them, and their and every of their Perſons, Lands, Tenements, Goods, Chattels, of, from, touching or concerning, all and all manner of Action and

The Aſſignees Covenant to ſave the Commiſſioners Harmleſs from this Aſſignment, and their lawful intermedling in the Bankupt's Eſtate.

Actions, Suits, Coſts, Damages and Expences whatſoever, which ſhall or may at any Time or Times hereafter ariſe, happen, grow or come to, or be any ways ſuſtained by them, every, or any of them, for or by reaſon of this preſent Deed of Bargain, Sale or Aſſignment, or any other Act or Acts, Thing or Things whatſoever by them, or any of them lawfully acted or done, or to be acted or done by Virtue of the ſaid Commiſſion, or by reaſon of their or any of their lawful Intermeddling in any of the Eſtate of him the ſaid *A. M.*

In witneſs, &c.

An Aſſignment of the King's Letters Patents, granted to the Aſſignor for the ſole Uſe of a new Invention, well drawn, per *Mr.* Ewer.

Vid. Modern Convey. p. 76. Recital of the Patent.

TO all People, &c. *J. J.* of, *&c.* ſendeth Greeting: **Whereas** the King's Majeſty, that now is, by his Letters Patents under the Great Seal of *England*, bearing Date the Day next before the Date of theſe Preſents, thereby reciting, That **Whereas** his Majeſty hath been informed by the ſaid *J. J.* therein ſtyled, his truſty and well-beloved *J. J.* That with great Charge and Pains he hath found out a new Way or Inſtrument for the winding of Silk, never before found out or uſed by any other, which being put in Practice, may be of great Advantage to to his Majeſty's Subjects in general, and hath humbly beſought his Majeſty to grant unto him Letters Patents under his Majeſty's Great Seal of *England*,

land, to him put in Execution, the ſaid Invention to continue for the Term of 14 Years, according to the Statute in that Behalf made, **Hath** for the Conſiderations therein-mentioned, for himſelf, his Heirs and Succeſſors, given and granted unto the ſaid *J. J.* his Executors, Adminiſtrators and Aſſigns, eſpecial Licence, full and ſole Power, Privilege and Authority, That he and they, his and their Workmen, Servants and Agents, and no other, ſhall and may during the Term of 14 Years next enſuing the Date of the ſame Letters Patents, uſe, practice, exerciſe, enjoy, and put in Execution the ſaid Art or Invention within the Kingdom of *England*, or any other his Majeſty's Dominions, in ſuch Manner as to him and them ſhall ſeem meet, and ſhall have and enjoy the ſole Benefit and Advantage ariſing thereby, or by reaſon thereof, To have, hold, and enjoy the ſole Licence, Power, Privilege and Authority, and other the Premiſſes thereby granted, or intended to be granted to the ſaid *J. J.* his Executors, *&c.* from the Day of the Date of the ſaid recited Letters Patents, for and during the Term of 14 Years from thence next enſuing, and fully to be compleat and ended, according to the Statute in that Caſe made and provided, as by the ſaid recited Letters Patents, wherein are ſeveral other Grants, Liberties, Powers and Privileges contained, Relation being thereunto had more at large, it doth and may appear: **Now** know ye, That in Purſuance of certain Articles of Agreement, bearing Date, *&c.* and made or mentioned to be made, between the ſaid *J. J.* of the one Part, and *J. B.* of the other Part, and in Conſideration of the Part and Share of the clear Profits to be made of, and by the Uſe and Exerciſe of the ſaid Inſtrument or Invention for winding of Silk, which by the Intent and Meaning of the ſaid recited Articles of Agreement, the ſaid *J. J.* is to have during the ſaid Term of, *&c.* and in Conſideration of the Sum of, *&c.* to the ſaid *J. J.* in Hand paid at and before, *&c.* by the ſaid *J. B.* the Receipt whereof the ſaid *J. J.* doth by theſe Preſents acknowledge, and for other good and valuable Cauſes and Conſiderations him the ſaid *J. J.* hereunto moving, he the ſaid *J. J.* hath granted, bargained, ſold, transferred, aſſigned and ſet over, and by theſe Preſents doth fully, clearly and abſolutely grant, *&c.* unto the ſaid *J. B.* his Executors, *&c.* the ſaid recited Letters Patent, and all the Licence, Powers, Privileges and Authorities therein contained, of, and for their uſing, practiſing, exerciſing, enjoying and putting in Execution of the ſaid Art, Invention and Inſtrument, for winding of Silk within the Kingdom of *England*, or any other his Majeſty's Dominions, and the ſole Benefit and Advantage ariſing, or to ariſe thereby, or by reaſon thereof, and all other the Powers, Privileges, and Premiſſes by the ſaid recited Letters Patents, granted, and all the Eſtate, Right, Title and Intereſt of him the ſaid *J. J.* of, in, or to the ſame, **To have**, hold, and enjoy the ſaid Licence, Power, Privilege and Authority, and other the Premiſſes by the ſaid recited Letters Patents, granted or mentioned, or intended to be hereby granted, together with the ſaid recited Letters Patents, and all the Benefit thereof, or thereby to be had, and all the Eſtate, Right, Title, and Intereſt of him the ſaid *J. J.* of, in, and to the ſame, unto the ſaid *J. B.* his Executors, *&c.* from henceforth, for and during all the Reſt and Reſidue of the ſaid Term of, *&c.* hereby granted, which is yet to come and unexpired, in as full, large, ample and beneficial Manner and Form to

Grant.

Habend.

to all Intents and Purpoſes, as he the ſaid *J. J.* by Force and Vertue of the ſaid Statute, or of the ſaid recited Letters Patents, or otherwiſe howſoever might or ought to hold and enjoy the ſame; And the ſaid *J. J.* for himſelf, his Heirs, Executors, *&c.* and for every of them, doth covenant, promiſe and grant, to and with the ſaid *J. B.* his Executors, *&c.* by theſe Preſents, in Manner and Form following (that is to ſay) that the ſaid *J. J.* hitherto hath not, nor ſhall, nor will at any Time hereafter, during the aforeſaid Term of, *&c.* diſcover the Secret, Art, Uſe or Exerciſe of the ſaid Invention or Inſtrument to any Perſon or Perſons whatſoever, nor make any new Invention, Engine or Inſtrument for winding of Silk, nor do any other Act or Thing whatſoever, which may diminiſh or leſſen the Benefit and Profit, of, or by the ſaid Invention or Inſtrument in the ſaid recited Letters Patents mentioned, or that may obſtruct or hinder the ſaid *J. B.* his Executors, *&c.* from having and enjoying the ſole Uſe and Exerciſe of the ſaid Invention or Inſtrument, and the ſole Benefit and Advantage ariſing, or to ariſe thereby, or by reaſon thereof, And that he the ſaid *J. B.* his Executors, *&c.* ſhall and may from henceforth, for and during all the Reſt and Reſidue of the ſaid Term, *&c.* by the ſaid recited Letters Patents granted, which is yet to come and unexpired, peaceably and quietly have, hold and enjoy all and ſingular the Benefits, Power and Privileges, in and by the ſaid recited Letters Patents, granted without any the Lett, Suit, Trouble, Denial, Hindrance, Moleſtation, Obſtruction, or Interruption of the ſaid *J. J.* his Executors, *&c.* or of any of them, or of, or by any other Perſon or Perſons whatſoever, lawfully claiming or to claim, by, from or under him, them, or any of them, and free and clear,

Covenant not to diſcover the ſecret Uſe of the Engine to any Perſon whatſoever, or make any other Engine, whereby to leſſen the Profits of the ſaid Engine.

Covenant that the Aſſignee may peaceably enjoy the Privileges granted by the Patent.

Free from Incumbrance.

clear, and freely and clearly acquitted and diſcharged, of and from all and all manner of former and other Bargains, Sales, Aſſeſſments and Incumbrances whatſoever, had, made, committed, done or ſuffered by the ſaid *J. J.* at any Time before the Enſealing and Delivery of theſe Preſents; **And further**, That he the ſaid *J. J.* his Executors, *&c.* ſhall and will at any Time or Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *J. B.* his Executors, *&c.* make, do, and execute all and every ſuch further and other lawful and reaſonable Act and Acts, Conveyances, Aſſignments and Aſſurances whatſoever, for the further and better conveying, aſſigning, and aſſuring of the ſaid recited Letters Patents, and all and every the Powers, Privileges and Authorities thereby granted, and all the Benefit thereof, or thereby to ariſe unto the ſaid *J. B.* his Executors, *&c.* and for the further and better enabling and impowering of him the ſaid *J. B.* his Executors, *&c.* to have and enjoy the full Benefit of the ſaid Letters Patents, and of the ſaid Premiſſes thereby granted, during all the Reſidue of the ſaid Term of, *&c.* which ſhall be then to come and unexpired, according to the true Intent and Meaning of theſe Preſents, as by the ſaid *J. B.* his Executors, *&c.* or his and their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed and required: **Provided** always, and it is hereby declared and agreed, by and between the ſaid Parties to theſe Preſents, That theſe Preſents, nor any Thing herein contained ſhall not be extended, and be conſtrued to extend to avoid or leſſen the Benefit and Advantage, which by, and according to the Intent of the ſaid recited Articles, the ſaid *J. J.* his Executors, *&c.* ought to have, of and by the ſaid Invention or Inſtrument.

Covenant for further Aſſurance.

Proviſo.

In witneſs, &c.

An

An Aſſignment by the Commiſſioners of a Bankrupt's Real Eſtate.

This Indenture made, *&c.* Between *T. G.* and *L. D.* Eſq; *M. H. R. J.* and *P. G.* Gent. (the Commiſſioners) of the one Part, and *E. S. J. D.* and *J. B.* the Aſſigns of the other Part: Whereas the King's Majeſty's Commiſſion under the Great Seal of *England*, Grounded upon the ſeveral Statutes made concerning Bankrupts, bearing Date at *Weſtminſter* the, *&c.* Hath been awarded againſt *E. P.* and *S. P.* late of the City of *London*, Goldſmiths, and directed to the ſaid *T. G. &c.* thereby giving full Power and Authority to the ſaid Commiſſioners, four or three of them, whereof the ſaid *T. G. &c.* to be one, to execute the ſame Commiſſion, as by the ſaid Commiſſion thereunto, relation being had, it doth and may more fully and at large appear. And whereas the ſaid Commiſſioners being all of them Parties to theſe Preſents, having begun to put the ſaid Commiſſion in Execution, upon due Examination of Witneſſes, and other good Proof upon Oath before them taken, do find that the ſaid *T. P.* and *S. P.* have by the Space of two Years laſt paſt, before the Date and ſuing forth of the ſaid Commiſſion, uſed and exerciſed the Art, Trade and Profeſſion of Goldſmiths and Bankers, or Money Goldſmiths, in receiving and taking into their Charge and Cuſtody, ſeveral great Sum and Sums of Money upon Loan and Intereſt, and kept a Houſe and Shop in, *&c. London*, for that Purpoſe. And that the ſaid *T. P.* and *S. P.* ſought and endeavoured to get their Living in ſuch their Way of Dealing, during the Time of their

Recital of the Commiſſion of Bankruptcy.

Recital that he became a Bankrupt.

their ſaid Trading and Dealing, did become duly, juſtly, and truly indebted, and ſtill do owe and ſtand duly, juſtly, and truly indebted unto the ſaid *E. S. J. P.* and *J. B.* in the Sum of, *&c.* of lawful, *&c.* and unto divers other Perſons their Creditors, in divers and ſundry other Sum and Sums of Money, amounting in groſs to the Sum of, *&c.* of lawful, *&c.* and upwards; and being ſo indebted, they the ſaid *T. P.* and *S. P.* did, in the Judgment of the ſaid Commiſſioners, Parties to theſe Preſents, become Bankrupts to all Intents and Purpoſes within the Compaſs, true Intent and Meaning of the ſeveral Statutes made concerning Bankrupts, or within ſome or one of them, before the Date and ſuing forth of the ſaid Commiſſion. **And whereas** the ſaid Commiſſioners, Parties to theſe Preſents, in further Execution of the ſaid recited Commiſſion, upon the due Examination of Witneſſes, and other good Proofs, upon Oath before them taken, do likewiſe find, that the ſaid *T. P.* and *S. P.* at the Time, and ſince they became Bankrups, were ſeiſed in their, or one of their Demeſne as of Fee-ſimple, or poſſeſſed of ſome other Eſtate of and in all that great Capital Meſſuage or Tenement commonly called or known by the Name of, *&c.* ſituate and being in the Pariſh of, *&c.* in the County of, *&c.* with all Gardens, Yards, Orchards, Grounds and Appurtenances thereunto belonging, and of and in ſeveral other Houſes and Edifices thereon, or on ſome Part thereof built and erected, or now in building and erecting. And alſo of and in two other Meſſuages or Tenements, with the Apurtenances ſituate and being in, *&c.* in the City of, *London*, now or late in the ſeveral Poſſeſſions of, *&c.* their Undertenants or Aſſigns, and alſo of and in three whole Parts, or Shares, the whole into twenty one

Recital of the diſcovery of Bankrupts Eſtate upon Oath.

Recital of the Freehold Eſtate.

one Parts to be divided of, and in the Aſſurances and Undertaking for the inſuring Houſes againſt Fire, and all Profits, Premiums, Benefits and Advantages thereby coming and ariſing, lately ſet up and undertaken by Dr. *N. B* and others, and of and in all Meſſuages, Grounds, Rents, *Lands*, Tenements and Hereditaments whatſoever ſettled and conveyed, as, and for their and either of their Shares and Proportions in the ſaid Office of Inſurance, in reſpect of the ſaid three Parts or Shares or otherwiſe. **And** the ſaid Commiſſioners Parties to theſe Preſents, do further find, That they the ſaid *E. P.* and *J. P.* or one of them, were poſſeſſed of, or intereſted in, for ſeveral long Terms of Years yet to come and unexpired, of and in the ſeveral Meſſuages, Lands, Tenements and Hereditaments hereafter mentioned (that is to ſay) of and in all thoſe five Meſſuages or Tenements, with the Appurtenances, ſituate, lying and being in *Charles*-Street, in the Pariſh of St. *Margaret, Weſtminſter*, in the ſaid County of *Middleſex*, now or late in the Occupation of, *&c.* their Under-Tenants and Aſſigns, for the now Reſidue and Remainder of the Term of ſixty one Years, or ſome other Time or Term yet to come and unexpired (and ſo recite the Particulars.) **Now this Indenture witneſſeth**, That the ſaid Commiſſioners Parties to theſe Preſents, by Force and Vertue of the ſaid Commiſſion, and the ſeveral Statutes therein mentioned, and for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England*, unto them the ſaid Commiſſioners, or one of them in Hand paid, at and before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and alſo for and in Conſideration of the Covenants hereafter in theſe Preſents

Of the Leaſehold Eſtate.

Conſid. 5 s.

Preſents, on the Parts and Behalfs of them the ſaid *E S. J. P.* and *H. B.* covenanted to be performed, Have bargained, ſold, aſſigned and ſet over, and by theſe Preſents do as much as in them the Commiſſioners, Parties to theſe Preſents lieth, and they lawfully may, bargain, ſell, aſſign and ſet over unto the ſaid *E. S. J. P.* and *J. B.* all and ſingular the ſaid Meſſuages, Grounds, Lands, Tenements, Hereditaments, Parts and Shares in the ſaid Inſurance, and other the Premiſſes herein before mentioned, and every Part and Parcel, with their and every of their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Poſſeſſion, Inheritance, Equity, Power, and Right of Redemption, Term and Terms of Years yet to come, and unexpired, Property, Claim and Demand whatſoever, of them the ſaid *J. P.* and *T. P.* or either of them either in Law or Equity, of, in and unto the ſaid Meſſuages, Lands, Tenements, Shares and Proportions in the ſaid *In*ſurances, Hereditaments and Premiſſes, with their and every of their Appurtenances, and every Part and Parcel thereof, together with all the Deeds, Evidences and Writings touching or concerning the ſame, and every or any Part or Parcel thereof, **To have and to hold** all and ſingular the Meſſuages or Tenements, Lands, Grounds, Shares and Proportions in the ſaid Inſurances, and other the Premiſſes herein before mentioned, which are in Freehold, and every Part and Parcel thereof, with their and every of their Appurtenances, unto them the ſaid *E. S. J. P.* and *J. B.* their Heirs and Aſſigns for ever, and alſo **To have and to hold**, poſſeſs and enjoy the ſeveral Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned, which are Leaſe-hold,

Grant.

Habend. of the Freehold.

Habend. of the Leaſe-hold

and every Part and Parcel thereof, with their and every of their Appurtenances, unto them the ſaid *E. S.* and *J. P.* and *J. B.* their Executors, *&c.* from henceforth for and during all the Reſt and Reſidue, and Remainder of the ſeveral Terms of Years therein reſpectively yet to come and unexpired, and every Part and Parcel thereof **In Truſt,** nevertheleſs, and to and for the Uſe and Behoof herein after mentioned and expreſſed, (that is to ſay) in Truſt, to and for the Uſe and Benefit as well of them the ſaid *E. S. J. P.* and *J. B.* as alſo of all other the Creditors of the ſaid *T. P.* and *S. P.* who have already, or ſhall hereafter in due Time come in and ſeek Relief by Virtue of the ſaid Commiſſion, and contribute towards the Charges, according to the Direction and Limitation of the ſeveral Statutes whereupon the ſame is grounded, and to and for no other Uſe, Intent or Purpoſe whatſoever. **And** the ſaid *E. S. J. P.* and *J. B.* do jointly and ſeverally for themſelves, and for their and every of their joint and ſeveral Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, grant and agree to and with the ſaid Commiſſioners, Parties to theſe Preſents, and every of them, that they the ſaid *E. S. J. P.* and *J. B.* their Heirs, Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will from Time to Time, with all convenient Speed, and by all lawful Ways and Means, by which they, or either, or any of them can, or may endeavour to recover and get Poſſeſſion of all and ſingular the ſaid Meſſuages, Lands, Tenements, Shares, Hereditaments and Premiſſes, and ſhall and will with like convenient Speed, ſell and diſpoſe of ſuch Part thereof as is vendible, for the beſt Profit or Advantage they can or may raiſe,

Truſt.

Covenant from the Aſſignees to get ſpeedy Poſſeſſion of the Eſtate, and to give Account thereof to the Commiſſioners, *&c.*

or advance by Sale or Diſpoſal thereof, and thereupon give and render unto the ſaid Commiſſioners, Parties to theſe Preſents, or the major Part of the Commiſſioners by the ſaid Commiſſion authorized, upon reaſonable Requeſt unto them the ſaid Aſſignees, their Heirs, *&c.* therefore to be made a juſt, true, and perfect Account and Accounts of all and every Part of the Eſtates hereby granted and aſſigned or the true Value thereof, as ſhall, by vertue of theſe Preſents, be recovered, raiſed and received; and alſo ſhall and will deliver and pay over the Money ſo advanced to the Commiſſioners by the ſaid Commiſſion authorized, or diſpoſed thereof as they ſhall order and direct, in convenient Time after the ſame ſhall be had, raiſed and received, to the End the ſaid Commiſſioners, Parties to theſe Preſents, or the major Part of the Commiſſioners, by the ſaid Commiſſion authorized, may order, diſtribute, divide and diſpoſe thereof, for, and towards Payment and Satisfaction of the juſt Debts due and owing by the ſaid *T. P.* or *S. P.* or either of them, to ſuch of their Creditor which have already, or ſhall hereafter, in due Time, come in and ſeek Relief by vertue of the ſaid Commiſſion, and Contribute towards the Charges thereof, according to the Direction and Limitation, whereupon the ſame is grounded. And alſo, that they the ſaid *E. S. J. P.* and *J. B.* their Heirs, *&c.* or ſome or one of them, ſhall and will from Time to Time, and at all Times hereafter ſave, defend, keep Harmleſs, and Indempnifie the ſaid Commiſſioners, Parties to theſe Preſents, and every of them, their and every of their Heirs, *&c.* of and from all and all manner of Actions, Suits, Troubles, Damages, Loſſes, Coſts, Charges and Expences whatſoever, which ſhall or may happen to

To pay the Money advanced.

Covenant to indempnifie the Commiſſioners.

to come or be brought againſt them, or any of them, or againſt the Lands, Tenements, Goods and Chattels of them, or any or either of them, or which they, any, or either of them, ſhall or may ſuffer, ſuſtain, or be put unto, for or by reaſon of this preſent Deed of Aſſignment, or their or any of their lawful Intermedling or Dealing in any of the Eſtate of the ſaid *T. P.* and *S. P.* or either of them, or any of the Proceedings in the due and legal Execution of the ſaid Commiſſion, or by Force, Virtue or Colour thereof, or any Thing relating thereunto.

In Witneſs, &c.

An Indenture of Covenants between a Bankrupt and his Creditors.

This Indenture *Tripartite*, made, *&c.* Between *J. H.* and *J. T.* of *London*, Goldſmiths of the firſt Part; *A. B.* and C. *D.* Truſtees, appointed for and on the Behalf of themſelves and others, the Creditors of the ſaid *J. H.* and *J. T.* of the ſecond Part, and *E. F.* *&c.* and other the Creditors of the ſaid *J. H.* and *J. T.* who have hereunto ſubſcribed their Names, and put their Seals to one or more Part or Parts hereof of the third Part. **Whereas** the ſaid *J. H.* and *J. T.* heretofore uſing or exerciſing the Trade or Myſtery of a Goldſmith or Banker in the City of *London*, became and now ſtand Indebted to the ſaid *A. B. C. D.* and others, the Perſons their Creditors, ſigning theſe Preſents in the Schedule hereunto annexed, named reſpectively

A Recital of the Bankers Trade.

ſpectively in the ſeveral and reſpective Sums of Money in the Schedule hereunto annexed, named reſpectively at their ſeveral and reſpective Names particularly mentioned and ſpecified, or in ſome other Sums of Money or Debts to them reſpectively due, or by them reſpectively claimed and alledged to be due, by and from the ſaid *J. H.* and *J. T.*

The Bankers intend to ſatisfy as far forth as their Eſtates will extend.

And whereas the ſaid *J. H.* and *J. T.* being indebted as aforeſaid, or otherwiſe, and preſſed by ſeveral of their ſaid Creditors, to pay in their ſeveral, *&c.* reſpective Debts, ſooner or faſter than they the ſaid *J. H.* and *J. T.* (as they alledged) can call in, procure and receive the Monies due to them, or raiſe Monies to ſatisfy the ſame, are willing that all their ſaid Creditors ſhall be ſatisfied and paid, their ſeveral and reſpective Debts, or in equal Proportion according to their reſpective Debts, out of, or by all and every the joint and ſeveral Eſtate and Eſtates, both real and perſonal, of them the ſaid *J. H.* and *J. T.* or ſo far as their ſaid Eſtates will reach to ſatisfy the ſame; And in order thereunto, have made ſeveral Propoſals to their ſaid Creditors, for the Payment of their ſaid Debts, or ſo much and ſuch Part of the ſaid Debts as the ſaid *J. H.* and *J. T.* or either of them are able to pay.

The Encouragement of the Banker.

And whereas the ſaid Truſtees and Creditors are willing and deſirous to encourage the ſaid *J. H.* and *J. T.* ſo to do, and to reward them if they do, and ſhall faithfully perform the ſame: Now theſe Preſents witneſſeth, That it is mutually covenanted, concluded and agreed, by and between all the ſaid Parties hereunto, That to the Intent that the Perſons of the ſaid *J. H.* and *J. T.* may be at Liberty, and free from all Arreſts and Reſtraints by their ſaid Creditors, that a Letter of Licenſe ſhall be forthwith prepared and ſigned, and ſealed by all the ſaid Creditors, Parties hereunto, and named in the Schedule hereunto annexed, And for the better ſatisfying of the ſaid Creditors of the ſaid *J. H.* and *J. T.* their ſeveral and reſpective Debts, That the ſaid *J. H.* and *J. T.* for themſelves, their Heirs, *&c.* and every of them, do jointly and ſeverally covenant, grant and agree to and with the ſaid *A. B.* and *C. D.* their Executors, *&c.* in Manner and Form following, (that is to ſay) that at the ſame Time that the Letter of Licence for the Liberty and Freedom of the Perſons of the ſaid *J. H.* and *J. T.* from all Arreſts and Reſtraints as aforeſaid, ſhall be delivered to them, Signed and Sealed by all their ſaid Creditors, Parties hereunto, they the ſaid *J. H.* and *J. T.* ſhall and will faithfu'ly and fully diſcover and make known unto the Truſtees or the major Part of them, all and every the Eſtate and Eſtates both real and perſonal, of what Nature, Kind or Quality ſoever, which they the ſaid *J. H.* and *J. T.* or either of them, or any other Perſon or Perſons in Truſt for them, or either of their Uſe or Uſes, have or ſtand jointly or ſeverally ſeized or poſſeſſed of, Intereſſed or Intituled to, either in Law or Equity, and which they are, or either of them, at any Time or Times within the Space of two Years now laſt paſt, had or ſtood ſeized of, poſſeſſed or intereſſed in, or intituled unto in Law or Equity, and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of them the ſaid *J. H.* and *J. T.* or either of them, either in Law or Equity, of, into, or out of any Manors, Meſſuages, Lands, Tenements, Hereditaments, Goods or Chattels, or by Virtue of any Contract, Acts, Truſts or Agreements, and ſhall and will at the ſame Time deliver, or cauſe

The Manner of Payment.

Covenant to diſcover the Bankrupt's Eſtate.

to be delivered up unto the ſaid Truſtees, or the major Part of them, all the Deeds, Evidences, Writings and Securities for Monies, and all the Books of Accounts, Ledgers, Day-Books, Caſh-Books. Bills, Bonds, Specialties, Notes, Letters, and Writings whatſoever, belonging to the ſaid *J. H.* and *J. T.* or either of them, or any other Perſon or Perſons, intruſted by or for them, or either of them, or any other Perſon or Perſons intruſted by or for them, or either of them, in any wiſe belonging to or concerning the ſaid Eſtate and Eſtates ſo to be diſcovered. **And** further, That they the ſaid *J. H.* and *J. T.* or either of them, or any other Perſon or Perſons intruſted by or for them, or either of them in any ways belonging to, or concerning their ſaid Eſtate and Eſtates ſo to be diſcovered. And further, That they the ſaid *J. H.* and *J. T.* their Heirs, *&c.* and all other Perſons intruſted by or for them, ſhall and will at the Coſts and Charges in the Law of the ſaid Truſtees, convey, grant, aſſign, transfer, ſell, and make, do execute and perform, or cauſe and procure to be made, done, executed and performed, all and every ſuch Deeds, Conveyances, Aſſurances, Aſſignments, Sales, Act and Acts, Thing and Things whatſoever, for the conveying, ſettling, aſſigning, tranſferring and veſting the ſaid Eſtate and Eſtates of the ſaid *J. H.* and *J. T.* ſo to be diſcovered, which they or either of them, or any other Perſon or Perſons in Truſt for them, or either of them, or to their or either of their Uſe or Uſes, have or ſtand ſeized or poſſeſſed of, intereſſed or intituled unto in Law or Equity, or which now is, or hereafter may be liable or chargeable to, or with the Payment of the Debts of the ſaid Creditors unto the ſaid Truſtees, their Heirs, *&c.* in Truſt for the ſaid Creditors, as by the ſaid

Covenant to deliver all Books and Bonds.

Covenant to convey in Truſt for the Creditors.

ſaid Truſtees, or the major Part of them, or the Survivor or Survivors of the ſaid Truſtee, his Heirs, Executors, *&c.* or any of them, ſhall from Time to Time be reaſonably deviſed, adviſed and required, and ſhall and will from Time to Time, and at all Times hereafter do, execute and perform all reaſonable Act and Acts, Thing and Things for enabling them to get in and receive, recover and have the ſame, and ſhall and will to their utmoſt Power be aiding and aſſiſting thereunto, and that for the more certain, better and fuller Diſcovery of their ſaid Eſtates ſo to be diſcovered, they the ſaid *J. H.* and *J. T.* ſhall and will upon their corporal Oaths, make one or more full, plain, direct and poſitive Anſwer or Anſwers, to one or more Bill or Bills by the ſaid Creditors, ſome one or any of them for that Purpoſe to be Exhibited in his Majeſty's High Court of *Chancery*, within Three Weeks next after the ſaid Bill or Bills ſhall be ſo exhibited.

Covenant to do any further Act to get in Debts.

To diſcover upon Oath.

And the ſaid *J. H.* and *J. T.* for themſelves, their Heirs, Executors, *&c.* and every of them, do further covenant, grant and agree to and with the ſaid Truſtees, their Executors, *&c.* that out of the ſaid Eſtate and Eſtates ſo to be conveyed and made over to the ſaid Truſtees in Truſt for their Creditors as aforeſaid, all and every the Creditors of the ſaid *J. H.* and *J. T.* or either of them, may and ſhall reſpectively have and receive 16 *s.* in the Pound or more, and not leſs for every Pound, or 20 *s.* to them reſpectively due and owing, And it is mutually declared, concluded and agreed, by and between all the Parties to theſe Preſents, for the better and ſpeedier getting in and Recovery of the ſaid Eſtate and Eſtates, Debts and Monies due and owing to the ſaid *J. H.* and *J. T.* a Commiſſion grounded upon the ſeveral Statutes made againſt Bank-

Covenant that the ſaid Creditors ſhall receive 16 s. in the Pound.

rupts, ſhall be ſued and proſecuted out of the ſaid High Court of *Chancery* from Time to Time, and at all Times, ſo ſoon and as often as ſufficient Money ſhall be gotten in and raiſed out of the ſaid Eſtate and Eſtates, to be conveyed to the ſaid Truſtees, ſufficient over and above all Charges, to pay and divide to and amongſt all the ſaid Creditors, two Shillings in the Pound for every Pound, or 20 *s.* to them reſpectively due, a Dividend thereof ſhall be made amongſt them according to their reſpective Debts, and that the ſaid *J. H.* in Conſideration of making ſuch Diſcovery as aforeſaid, and being aiding and aſſiſting in the getting in and Recovery of the ſaid Eſtate and Eſtates, ſhall and may retain and keep to himſelf his Houſhold Goods, and the wearing Apparel for himſelf, his Wife and Children, the whole Houſhold Goods and wearing Apparel, exceeding not the Value of 200 *l.* and alſo ſhall and may receive out of and for his own Uſe, the Sum of 5000 *l.* in Manner and Form following, (that is to ſay) when and ſo often as any Dividend ſhall be made unto the ſaid Creditors as aforeſaid, for every, *&c.* in the Pound, paid and diſtributed to and amongſt the ſaid Creditors, he the ſaid *J. H.* ſhall and may have and receive, *&c.* in the Pound for every Pound, or 20 *s.* of the ſaid 5000 *l.* and ſo proportionally for every greater or leſſer Dividend that ſhall be made, until he ſhall receive the full Sum of 5000 *l.* And the ſaid Truſtees and Creditors, Parties to theſe Preſents, and whoſe Names and Seals are hereunto, or unto a Schedule hereunto annexed, ſubſcribed, ſet and put ſeverally for themſelves, their ſeveral and reſpective Executors and Adminiſtrators, and not jointly, nor one for another, nor for the Executors, *&c.* Act or Acts of another for the Conſiderations aforeſaid, do ſeverally

The Banker to have all his Houſhold Goods, and wearing Apparel to the Value of 200 *l.*

To receive out of his Eſtate 5000 *l.*

The Manner how the 5000 *l.* ſhall be paid.

rally covenant, grant and agree to and with the ſaid *J. H.* and *J. T.* their Heirs, *&c.* and every of them, That in Caſe the ſaid *J. H.* and *J. T.* ſhall and do make a true Diſcovery upon Oath, of all their ſaid Eſtate and Eſtates, according to the true Intent and Meaning of theſe Preſents herein mentioned, or thereof do not leave undiſcovered to the Value of 1000 *l.* And ſhall and do convey, ſell and deliver up the ſame to the ſaid Truſtees, according to the true Intent and Meaning of theſe Preſents, All and every Part of which Eſtate ſo undiſcovered, when diſcovered, ſhall in like Manner be conveyed or aſſigned to the ſaid Truſtees in Truſt for the ſaid Creditors, That then they the ſaid Truſtees and Creditors, any or either of them, they or any, or either of their reſpective Executors, Adminiſtrators, *&c.* or any of them, ſhall not, nor will at any Time or Times hereafter, for and during the Term of Ninety-nine Years, to be accounted from the Day of the Date of theſe Preſents, ſue, proſecute, implead, arreſt, moleſt, or trouble the Bodies or Perſons of the ſaid *J. H.* and *J. T.* or either of them, their or either of their Heirs, Executors, *&c.* or their or either of their Eſtates hereafter, to or by them to come, be acquired or gotten, for or by reaſon of any Sum or Sums of Money, Debts, Duties or Demands whatſoever, unto them the ſaid Truſtees and Creditors, now due or owing by them reſpectively demanded, of, or from the ſaid *J. H.* and *J. T.* **Provided** always, nevertheleſs, that if the ſaid *J. H.* and *J. T.* do and ſhall not make a full and true Diſcovery of their ſaid Eſtate and Eſtates, or within the Value of 1000 *l* thereof, and in ſuch Manner as is herein before by them covenanted to be made, or ſhall not convey and deliver up the ſame, according to the true Intent and Meaning of theſe Preſents, And

Covenant after the Diſcovery of the Bankrupt's Eſtate, ſhall no further be ſued by the Creditors.

Proviſo, That if Bankrupt do not diſcover and convey the Eſtate within 1000 *l.* Value, the Agreement aforeſaid, for the Advantage to be void.

all Deeds, Evidences, Writings, Books of Account, Accounts and Papers relating thereunto, that then and in ſuch Caſe all Covenants, Declarations and Agreements herein before mentioned for the Benefit or Advantage of the ſaid *J. H.* and *J. T.* or either of them, ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes, as if the ſame had never been had or made, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **Provided** alſo neverthele ſs, That theſe Preſents, or any Matter, Clauſe, Covenant or Agreement therein contained, ſhall not be of any Force or Effect to bind or charge the ſaid Creditors, or any of them, who have hereunto, or unto the Schedule hereunto annex'd, ſet their Hands and Seals, unleſs and until all and every of the Creditors of the ſaid *J. H.* and *J. T.* or either of them, ſhall and do likewiſe ſet their Hands and Seals, and become Parties hereunto at and before Day of next enſuing the Date hereof.

Proviſo, That theſe Preſents ſhall not conclude any Creditors that ſhall ſign, unleſs all the Creditors do likewiſe.

In Witneſs, &c.

An

An Aſſignment of a Leaſe for 36 Years, determinable upon 3 Lives.

THis **Indenture** made, *&c.* between G. *M.* of, *&c.* Eſq; Adminiſtrator of the Goods and Chattels of Dame *M. A.* late of, *&c.* Widow deceaſed of the one Part, and *F. B.* of, *&c.* Merchant-Taylor of the other Part: **Whereas** by Indenture of Leaſe, bearing Date, *&c.* and made or, *&c.* between the Right Honourable P. Earl of C. of the one Part, and the ſaid Dame *M. A.* of the other Part; he the ſaid Earl of C. for the Conſiderations therein mentioned, did Demiſe, Grant, and to farm let unto the ſaid Dame *M. A.* all that Meſſuage or Tenement, *&c.* together with all Ways, Paſſages, Orchards, Gardens, Back-Sides, Court-Yards, Barns, Stables, Out-Houſes, Buildings, Waters, Water-Courſes, Ponds, Lights, Eaſements, Commons, Commodities, Hereditaments and Appurtenances whatſoever, to the ſaid Meſſuage or Tenements, Cottage and Premiſes, or in any of them belonging, or in any wiſe appertaining, or therewith, or with any Part hereof now uſed, occupied and enjoyed, or accepted, reputed, eſteemed, taken or known, as Part, Parcel, or Member thereof: **Except**, and always reſerved unto the ſaid Earl, his Heirs and Aſſigns, all Timber-Trees, then ſtanding and growing, or which then after ſhould be ſtanding and growing upon the ſaid demiſed Premiſes, or any Part thereof; and alſo except and reſerved unto the ſaid Earl, his Heirs and Aſſigns,

Oct. 17. 1695.

The Grant.

Habend'

ſigns, and to ſuch Perſon and Perſons, as he or they ſhall appoint, free Liberty of Ingreſs, Egreſs and Regreſs, with their Carts and Horſes, through the Weſt Part of the ſaid Field, called, *&c.* **To have and to hold** the ſaid Meſſuage or Tenement, Cottage, and all and ſingular other the Premiſes, with their and every of their Appurtenances (except before excepted) unto the ſaid Dame *M. A.* her, *&c.* from, *&c.* unto the full End and Term of 36 Years from thence next enſuing, fully to be compleat and ended, if the ſaid P. Earl of *C.* the Honourable C. *S.* Eſq; and the Right Honourable P. Lord *S.* or any of them, ſhould ſo long live, **Yielding and Paying** therefore yearly, and every Year during the ſaid Term, unto the ſaid *P.* Earl of C. his, *&c.* the Yearly Rent, or Sum of, *&c.* of lawful, *&c.* at the two moſt uſual Feaſts, or Times of Payment in the Year (that is to ſay) the Feaſt, *&c.* by even and equal Portions, as by the ſaid Indenture, Relation being thereunto had, more at large it doth and may appear: **Now this Indenture witneſſeth,** That for and in Conſideration of the Sum of, *&c.* of lawful, *&c.* to the ſaid G. *M.* in hand paid by the ſaid *F. P.* at or before their Sealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *G. M.* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *F. B.* his, *&c.* and and every of them, for ever by theſe Preſents, he the ſaid G. *M.* hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, ſell, aſſign, and ſet over unto the ſaid *F. B.* his, *&c.* all the ſaid Meſſuage or Tenement, Cottage, Cloſes or Pieces of Ground, and all and ſingular other the Premiſes demiſed, or mentioned to be demiſed as aforeſaid, with their and every of their Appurtenances: And the Reverſion and Reverſions, Remainder and Remainders, Rent and Rents reſerved and due, and Payable upon any Demiſe, Leaſe or Grant, Demiſes, Leaſes or Grants heretofore made by the ſaid *D. M. A.* and *G. M.* or either of them, of the ſaid Premiſes, or any Part thereof; and all the Eſtate, Right, Title, Intereſt, Term or Terms of Years, Property, Claim and Demand whatſoever of him the ſaid *G. M.* of, into, or out of the ſaid Meſſuage or Tenement, Cottage, Cloſes or Pieces of Ground and Premiſes, and every of them, and every Part and Parcel thereof, together with the ſaid recited Indenture of Leaſe, **To have and to hold** the ſaid Meſſuage or Tenement, Cottage, Cloſes or Pieces of Ground, and Premiſes, and every Part and Parcel thereof, with their and every of their Appurtenances unto the ſaid *F. B.* his, *&c.* for and during all the Reſidue and Remainder of the ſaid Term of 36 Years which are yet to come, and unexpired, if the ſaid Earl of *C. C. S.* Eſq; and *P.* Lord *S.* or any of them, ſhall ſo long live, under the Rents and Covenants in the ſaid recited Indenture of Leaſe contained, to be paid and performed to the Perſon and Perſons to whom the ſame are reſerved and to be performed; or to the Perſon and Perſons to whom the Reverſion of the ſaid Premiſes expectant upon the ſaid Term and Eſtate mentioned, to be hereby aſſigned, ſhall, for the Time being, belong and appertain: Which ſaid Rents and Covenants, the ſaid *F. B.* for himſelf, his, *&c.* doth hereby covenant, promiſe and agree to pay and perform, and to ſave Harmleſs and indemnified the ſaid *G. M.* his, *&c.* and the Adminiſtrators of the ſaid Dame *M. A.* of and from the ſame. **And** the ſaid *G. M.* for himſelf, his, *&c.* doth covenant and

A Cov. that the Aſſignee of the Term will pay the Rent, and perform the Covenants reſerved and contained in the Origin. Demiſ. and indempnify the Aſſignor therefrom.

A Covenant that he hath Power to aſſign the Premiſes.

and grant, to and with the ſaid *F. B.* his, *&c.* and to and with every of them by theſe Preſents in manner following (that is to ſay) that he the ſaid *G. M.* now hath full Power, and lawful Authority to bargain, ſell, aſſign, and ſet over the ſaid Meſſuage or Tenement, Cottage, Cloſes, or Pieces of Ground and Premiſes, with their and every of their Appurtenances, unto the ſaid, *F. B.* his, *&c.* for and during all the Term hereby aſſigned, in Manner aforeſaid, notwithſtanding any Act or Thing done by the ſaid *G. M.* or the ſaid Dame *M. A.* her Executors or Adminiſtrators: **And** that the ſaid *F. B.* his, *&c.* paying the ſaid yearly Rent by the ſaid recited Indenture reſerved, and performing the Covenants therein contained on the Tenants, or Leſſees Part to be performed, ſhall and may at all Times during the Term hereby aſſigned, and according to the Intent and Meaning of theſe Preſents peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Cottage, Cloſes, or Pieces of Ground and Premiſes, with the Appurtenances, without any manner of Lett, Suit, Trouble, Denial, Ejection, Eviction, Interruption or Diſturbance of or by the ſaid *G. M.* his, *&c.* or any of them, or any other Perſon or Perſons whatſoever, having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title or Intereſt, either in Law or Equity in or to the Premiſes, or any Part thereof, from, by, or under them the ſaid Dame *M. A.* and *G. M.* or either of them, their, or either of their Act, Title, Conſent, Means, Default, Privity or Procurement; one Indenture of Leaſe bearing Date the, *&c.* and made, *&c.* between the ſaid Dame *M. A.* deceaſed, of the one Part, and one *J. B.* by the Name of *J. B.* of, *&c.* of the other Part,

A Covenant for quiet Enjoyment of the Premiſes during the Term, under the Rents and Covenants reſerved and contained in the Original Leaſe.

An Exception of two Under Leaſes.

Part, of all that Piece of Paſture-Ground called, *&c.* with the Appurtenances, for the Term of 21 Years from thence next enſuing, under the Yearly Rent of 4 *l.* And one other Indenture of Leaſe, bearing Date, *&c.* made, *&c.* between the ſaid *G. M.* of the one Part, and *B. P.* of, *&c.* of the other Part, of all that the before-mentioned Cottage, or Tenement, now in the Poſſeſſion of the ſaid *B. P.* with the Garden and Appurtenances thereunto belonging, for the Term of five Years, to commence from *Michaelmas* laſt paſt, whereon is reſerved during the firſt Year of the ſaid Term of, *&c.* the Sum of 12 *l.* and during the Remainder of the ſame Term, the yearly Rent of 14 *l.* being always excepted and fore-prized.

In Witneſs, &c.

An

An Under-Leaſe from Mr. M. *to Mrs.* P. *of Part of the Premiſes demiſed by the ſaid Leaſe for 36 Years.*

Oct. 16. 1695. *Note*, The Leſſor hath a Term of 36 Years in the Premiſes, determinable upon three Lives.

THis **Indenture**, made between G. *M.* of, *&c.* Eſq; Adminiſtrator of the Goods and Chattels of Dame *M. A.* late of, *&c.* Widow deceaſed, of the one Part, and *B. P.* of, *&c.* Widow, of the other Part, **Witneſſeth**, that for and in Conſideration of the yearly Rent and Covenants, herein after reſerved and contained, and on the Part and Behalf of the ſaid *B. P.* her, *&c.* to be paid and performed, he the ſaid *G. M.* hath demiſed, leaſed, ſet, and to Farm letten, and by theſe Preſents doth Demiſe, Leaſe, Set, and to Farm Let unto the ſaid *E. P.* **All** that Meſſuage, Tenement or Cottage, *&c.* together with all Ways, Paſſages, Backſides, Court-yards, Barns, Stables, Outhouſes, Buildings, Waters, Water-courſes, Ponds, Lights, Eaſements, Commons, Commodities, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuage, Cottage or Tenement, and Premiſes belonging, or in any wiſe appertaining, or therewith, or with any Part thereof now uſed, occupied or enjoyed, or accepted, reputed, eſteemed, taken or known as Part, Parcel, or Member thereof; **Except**, and always reſerved out of this preſent Demiſe, all Timber-Trees now ſtanding and growing, or which hereafter ſhall be ſtanding and growing upon the ſaid demiſed Premiſes, or any Part thereof; and alſo except the ſaid Wood-houſe: **To have and to hold** the ſaid Meſſuage, Cottage or Tenement, and Premiſes, with the Appurtenances

purtenances (except before excepted) unto the ſaid *B. P.* her, *&c.* from, for, and during, and unto the full End and Term of five Years from thence next enſuing, fully to be compleat and ended, **Yielding and paying** therefore Yearly, and every Year, of the ſaid Term hereby leaſed, on the Feaſt-Day of the Annunciation of the bleſſed Virgin *Mary*, and St. *Michael* the Arch-Angel, by even and equal Portions, the reſpective yearly Rents, or Sums of Money following, *viz.* for the firſt Year of the ſaid Term hereby demiſed, the Sum of 10 *l.* of lawful, *&c.* and for and during the Reſidue and Remainder of the ſaid Term, the yearly Rent or Sum of 14 *l.* of like, *&c.* **And** if it ſhall happen the ſaid reſpective yearly Rents, or Sums of Money hereby reſerved, or any Part thereof to be behind, or unpaid by the Space of 21 Days next after any of the ſaid Feaſt-days, or Days of Payments, whereon the ſame ought to be paid as aforeſaid, that then, and from thenceforth, it ſhall and may be Lawful to and for the ſaid G. *M.* his, *&c.* into the ſaid Premiſes hereby leaſed, or any Part thereof, in the Name of the whole to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his and their former Eſtate, any thing herein contained to the contrary thereof in any wiſe notwithſtanding: **And** the ſaid *B. P.* for her ſelf, her, *&c.* doth Covenant and Grant to and with the ſaid G. *M.* his, *&c.* in manner following (that is to ſay) that ſhe the ſaid *B. P.* her, *&c.* ſhall and will Yearly, and every Year, during the Term hereby leaſed, well and truly pay, or cauſe to be paid the ſaid reſpective yearly Rents hereby reſerved, at the Days of Payment aforeſaid: **And** further, that ſhe the ſaid *B. P.* her, *&c.* ſhall and will from Time to Time, and at all Times during the ſaid Term hereby leaſed, at her or their

Coſts

Leſſee to re-enter on Non-payment.

A Covenant to pay the Rent.

A Covenant to repair the Premiſes.

Coſts and Charges well and ſufficiently repair, maintain, ſuſtain, keep, uphold, fence, cleaſe and ſcour the ſaid Meſſuage, Cottage or Tenement, and Premiſes, with their Appurtenances, in, by and with all Manner of needful and neceſſary Reparations, fencing and cleanſing, and ſcouring whatſoever: And the ſame Premiſes, and every Part thereof being ſo as aforeſaid, well and ſufficiently repaired, maintained, ſuſtained, kept, upheld, fenced, cleanſed and ſcoured at the End or other determination of the ſaid Term hereby leaſed, ſhall leave and yield up unto ſuch Perſon or Perſons who, for the Time being, ſhall be entituled unto the Reverſion of the Premiſes mentioned to be hereby leaſed, expectant upon the Determination of the ſaid Term hereby leaſed: And the ſaid *G. M.* for himſelf, his, *&c.* doth covenant, promiſe and grant, to and with the ſaid *B. P.* her, *&c.* by theſe Preſents, that he the ſaid *G. M.* now hath in himſelf good Right, full Power, and lawful Authority, to demiſe, leaſe, ſet, and to farm let the ſaid Premiſes, mentioned to be hereby leaſed, and every of them, and every Part and Parcel thereof in Manner aforeſaid: And that it ſhall and may be lawful to and for the ſaid *B. P.* her, *&c.* under the Rents and Covenants herein reſerved and contained, peaceably and quietly to hold and enjoy the ſaid Meſſuage and Premiſes mentioned to be here demiſed, and every Part thereof, during the ſaid Term hereby leaſed, without any manner of lawful Lett, Suit, Trouble, Denial, Ejection, Eviction, Interruption or Diſturbance, of, or by the ſaid *G. M.* his, *&c.* or any of them, or any other Perſon or Perſons whatſoever having or lawfully claiming, or which ſhall or may have, or lawfully claim any Eſtate, Right, Title or Intereſt, either in Law

A Covenant to leave the Premiſes in repair at the Expiration of the Term.

A Covenant that the Leſſor hath power to make the Leaſe.

A Covenant for quiet Enjoyment of the Premiſes during the Term.

or Equity, in or to the Premiſſes, or any Part thereof, from, by, or under him the ſaid *G. M.* and Dame *M. A.* deceaſed, or either of them, their, or either of their Act, Title, Conſent, Means, Default, Privity or Procurement. **And alſo**, That he the ſaid *G. M.* his, *&c.* ſhall and will from Time to Time, and at all Times hereafter (ſhe the ſaid *B. P.* her, *&c.* paying the ſaid reſpective Rents hereby received, and performing the Covenants herein contained on the Part and Behalf of the ſaid *B. P.* her, *&c.* to be performed) ſave, defend, keep harmleſs and indempnified her the ſaid *B. P.* her, *&c.* her and their Lands, Tenements, Goods and Chattels, and the Premiſſes hereby demiſed, of, from, and againſt all Rents, and all Arrears thereof, now due and payable, or which ſhall hereafter grow due and payable, unto the Right Honourable *P.* Earl of *C.* his Heirs or Aſſigns, or to any other Perſon or Perſons to whom the Reverſion and Inheritance of the Premiſſes hereby leaſed, doth or may belong, or appertain, by Virtue of any Reſervation, Demiſe or Leaſe whatſoever: **And alſo**, That it ſhall and may be lawful to and for the ſaid *B. P.* her, *&c.* from Time to Time, and all Times during the ſaid Term of five Years, to paſs through the Yard before the Stable, belonging to the ſaid other Meſſuage of the ſaid *G. M.* into the Field adjoining to the ſaid Meſſuage, Cottage or Tenement hereby leaſed, or mentioned to be leaſed, to the Door of the ſaid Garden opening to the ſaid Field, with Servants, Teams, Carts and Carriages for the carrying of Dung, Gravel, Rubbiſh, or any other Things to and from the ſaid Garden, at all ſeaſonable Times.

A Covenant to indempnify the Leſſee againſt the Rent payable to the head Landlord.

Liberty of Paſſage.

In Witneſs, &c.

If either Party truſt, &c. the Loſs ſhall be his only.

ther of them the ſaid Parties to theſe Preſents, ſhall at any Time during this their Copartnerſhip, credit, lend, or deliver out upon Truſt, any Goods or Monies, belonging to their Joint Stock or Trade, without the Conſent of the other of them, that then ſuch of them who ſhall ſo credit, lend or deliver upon Truſt, the ſame ſhall alone ſtand to the Adventure thereof, and in all Accounts be ſolely charged with. **And it is** further agreed by and between the ſaid Parties to theſe Preſents, and each of them the ſaid *W. T.* and *R. T.* doth for himſelf, his Executors and Adminiſtrators, covenant, grant and agree to and with the other of them, his Executors and Adminiſtrators by theſe Preſents, in Manner and Form, *&c.* That all ſuch Proviſion and Profits, as ſhall ariſe and become due unto them the ſaid Parties to theſe Preſents, by their Commiſſions and Employments in the Way and Buſineſs of *Blackwell-Hall* Factoridge, during the Continuance of his Copartnerſhip, ſhall be ſhared and divided by and between the ſaid Parties to theſe Preſents, in Manner and Proportion following, (that is to ſay) one third Part, *&c.* and two third Parts, *&c.* **And** that all Charges and Diſburſements whatſoever, which ſhall ariſe by reaſon of the ſaid Joint-Stock, ſhall from Time to Time be paid, born and allowed out of the ſaid Joint-Stock of this Copartnerſhip. **And** that either of them the ſaid Parties to theſe Preſents, ſhall and will from Time to Time during the Continuance of their Copartnerſhip, employ, and endeavour himſelf to the utmoſt of his Power, Knowledge and Skill, in and about the Occupying and Employing in Manner and Form aforeſaid, of the Joint-Stock aforeſaid, and of all ſuch further and other Stock, Sum and Sums of Money which ſhall be

Diviſion of Profit.

Each Party to uſe the utmoſt Diligence for the Intereſt of Joint Trade.

brought into the ſaid Joint Trade by the ſaid Parties to theſe Preſents, and for the moſt Advantage that may be as in the ſaid Employment of *Blackwell-Hall* Factoridge, and all and every the Affairs and Benefits thereunto incident and belonging. **And that** either of them the ſaid Parties to theſe Preſents, ſhall and will be juſt, true and faithful to the other of them, as well in Buying and Selling, as in all and every other Matter and Things, touching, or in any wiſe concerning the ſaid Joint Trade. **And** that it ſhall and may be lawful to and for either of them the ſaid Parties to theſe Preſents, from Time to Time during the Continuation of the ſaid Copartnerſhip, to deduct and take out of the Joint Stock of this Copartnerſhip, ſuch Money as they ſhall think fit for their neceſſary Occaſions and Expences. **And** that juſt and perfect Accounts of all and ſingular the Dealings of the ſaid Copartners, in or touching the ſaid Joint Trade, and of all Affairs, Matters and Things thereunto relating or belonging, ſhall from Time to Time during this Copartnerſhip, be fairly written, entred and ſet down in Books for that Purpoſe, to be kept by and between the ſaid Parties to theſe Preſents, unto which either of the ſaid Parties at his Pleaſure, ſhall and may have Recourſe to peruſe the ſame. **And** that all ſuch Bonds, Bills, and Specialties, as ſhall be made by any Perſon or Perſons for any Debt or Sum of Money, that ſhall be due or owing to the ſaid Parties by reaſon of this Copartnerſhip, ſhall be made in the Name of both the ſaid Parties; **And that** neither of them the ſaid Parties to theſe Preſents, ſhall at any Time during this their Copartnerſhip, become Surety, or charge himſelf by any Ways or Means whereby the ſaid Joint

And be juſt and faithful in their buying and ſelling.

Each Party to take what Money he has occaſion for out of the Stock.

Accounts to be entred into a Book kept for that Purpoſe.

All Money owing to the Stock, and Bonds, &c. given for the ſame, ſhall be jointly in both their Names.

Neither Party to enter into any Obligation to the Prejudice of the other.

A General Account to be made yearly.

Which ſhall be entred into two Books, and ſubſcribed and exchanged.

Stock of &c. or the Encreaſe thereof, or any other Monies that ſhall be brought into the ſaid Joint Stock of the ſaid Joint Trade, or any Part thereof, ſhall be diminiſhed contrary to the Tenor and true Meaning of theſe Preſents, without the Conſent of the other of them, for it had and obtained in Writing for the ſame. **And** that they the ſaid Copartners, their, &c. ſhall and will ſave harmleſs and indempnify each other of them, off and from all Debts whatſoever, which are now due and owing by either of them, or hereafter ſhall be contracted by either of them, upon his own particular Account, and that they the ſaid Copartners ſhall and will between the Feaſt-day of St. *Thomas* the Apoſtle, and the, &c. next enſuing the Date of theſe Preſents, and from thenceforth yearly and every Year during this Copartnerſhip, between the ſaid Feaſt-day of, &c. and the, &c. make and adjuſt a general, full, clear and perfect Account and Reckoning of, for, touching and concerning all and ſingular Goods, Wares, Merchandizes, Profits, Commodities, Stock and Debts both good and deſperate, and all other Matters and Things whatſoever, relating unto or concerning the ſaid Joint Trade. **And** that upon the making up and adjuſting every ſuch general and full Account and Reckoning, all and every the Particulars of every ſuch general and full Account and Reckoning, ſhall be fairly and plainly entred, written and ſet down in two ſeveral Books for that Purpoſe to be kept, the one whereof ſhall be ſubſcribed by the ſaid *R. T.* and remain with the ſaid *W. T.* and the other ſhall be ſubſcribed by the ſaid *W. T.* and remain with the ſaid *R. T.* **And that** at the End of the ſaid Term of, &c. (if both the ſaid Parties ſhall be then living) or at ſuch other ſooner Determination as they the ſaid Copartners ſhall ceaſe, and diſſever themſelves from the Copartnerſhip and Joint Trade, by their mutual Conſent and Agreement which ſhall firſt happen, a true Account ſhall then be made between the ſaid Parties, of all and ſingular Monies, Goods, Debts, Wares and other Things touching or belonging to this Copartnerſhip, and then and within, &c. Days next after ſuch Account made, all and every Sum and Sums of Money which ſhall be then in Joint Stock in the ſaid Joint Trade and Copartnerſhip, and all and ſingular the Gains and Increaſe of the ſame, and all and ſingular other Monies, Goods, Wares, Commodities and Merchandizes of and belonging, to and concerning the ſaid Joint Trade and Copartnerſhip, whereof they ſhall not before that Time have made Partition and Diviſion between them, and taken out as aforeſaid, together with all ſuch Debts as ſhall be owing unto them by reaſon of their Joint Trade and Copartnerſhip, ſhall be equally parted and divided between them, without Fraud or Covin, (the Debts then due and owing by the ſaid Copartners, by reaſon of this Copartnerſhip being out of the ſame Premiſſes firſt deducted, allowed or ordered to be paid) after which Partition or Diviſion to be made between the ſaid Parties, neither of the ſaid Copartners, his Executors, &c. ſhall diſcharge any Debtor or Debtors, whoſe Debt or Debts ſhall upon the ſame Protection be aſſigned to either of them: **Provided** always, and it is expreſly covenanted, granted and conditioned, concluded and fully agreed by and between the ſaid Parties to theſe Preſents, and their true and plain Meaning is, That neither of them ſhall have or take any Advantage by Right of Survivorſhip of or in the ſaid Joint Stock, Goods, Wares, Commodities,

At the End or ſooner Determination of the Copartnerſhip, Debts to be firſt paid, and then a Diviſion to be made.

Neither Party to diſcharge any of the Debts aſſigned to the other Party.

Proviſo, That no Advantage ſhall be taken by Survivorſhip.

modities, Debts or Eſtate of, or belonging, or to belong to this Copartnerſhip of Joint Trade, by Reaſon or Means of this Copartnerſhip, or otherwiſe than by or according to the true Intent and Meaning of theſe Preſents. But if either of their the ſaid Copartners ſhall happen to depart this Life before that any Account of, and concerning the Stock and Dealings of, and in the ſaid Joint Trade ſhall be made up and adjuſted between them, that in ſuch Caſe the Party ſurviving ſhall within, *&c.* Days next after ſuch Deceaſe, well and truly Account and Reckon with the Executors or Adminiſtrators of the Party ſo deceaſed, of and for all and ſingular the Premiſſes touching their Copartnerſhip and upon the ſame Account, and upon Requeſt ſhall, and will pay and deliver, and faithfully aſſign and ſet over unto the Executors, *&c.* of the Copartner deceaſed, in ready Money, Goods, Wares and Debts, ſuch Part and Proportion of the Stock and Premiſſes as ſhall be found due, and in Right and Conſcience belonging to the Part or to the Party deceas'd without Fraud or Covin. **But in** Caſe that either of them the ſaid Copartners ſhall happen to depart this Life before the Expiration of the ſaid Term of, *&c.* the ſaid Copartnerſhip being not before that Time determined by the mutual Conſent and Agreement of the ſaid Party to theſe Preſents, and an Account have before that Time been made between the ſaid Parties to theſe Preſents, of and touching the Stock and Dealing of the ſaid Joint Trade, according to the true Intent and Meaning of theſe Preſents, That then and in ſuch Caſe the Party ſurviving ſhall, together with ſuch one or more Perſon or Perſons, be bound as a Surety or Sureties, with and for ſuch ſurviving Copartner, as ſhall be to the Acceptance and good Liking of the

But ſhall account within, *&c.* with Executors of ſuch deceaſed.

And give Security for the Payment thereof.

the Executors, *&c.* of ſuch deceaſing Copartner which, *&c.* next after the Deceaſe of ſuch deceaſing Copartner give, make and enter into Bonds unto the Executors, *&c.* of the ſaid Copartner deceaſed, of fitting Penalty, upon Condition, for Payment unto the, *&c.* of the Copartner deceaſed, of ſo much good and lawful Money of *England* within, *&c.* next after the Deceaſe of ſuch deceaſing Copartner as the Part and Share of the Joint Stock, ready Monies, Wares and Debts appearing by the Foot or Balance of the laſt Account which ſhall be made up, adjuſted and ſubſcribed by and between the ſaid Parties to theſe Preſents, according to the true Intent and Meaning of theſe Preſents, before the Deceaſe of ſuch deceaſing Copartner, to be due to him who ſhall ſo depart this Life, ſhall fully and truly amount unto. **And** upon and for and in Conſideration of which ſaid Bond ſo to be entred into and given by the ſurviving Copartner as aforeſaid, the ſaid ſurviving Copartner ſhall and may have and take to his own Uſe all and ſingular the Goods, Wares, ready Monies and Debts as ſhall be in Joint Stock, and due and belonging to the ſaid Copartner at the Time of ſuch deceaſing Copartner's Deceaſe. **And** laſtly it is covenanted, granted, concluded and agreed by and between the ſaid Parties to theſe Preſents, that if any Doubt, Queſtion, or Controverſie ſhall hereafter ariſe or happen, by or between them or their Executors, *&c.* during this Copartnerſhip, for or by reaſon of any Clauſe, Article, Condition or Agreement in theſe Preſents contained, or touching this Copartnerſhip, or any Matter thereunto relating, which cannot be between themſelves determined and ended, that then every ſuch Doubt, Queſtion or Controverſies as ſhall ariſe, ſhall be referred to, *&c.* And what-

Of what ſhall be found due on the Foot of the laſt caſt up Account.

Then the ſurviving Copartner ſhall have all the Goods, ready Money, *&c.* to his own Uſe.

Each covenants, that if any Difference ariſes, &c. to be finally determined by Arbitrators.

whatſoever End, Order or Determination the ſaid Perſons ſo to be elected as aforeſaid ſhall make, either of the ſaid Parties for himſelf, his Executors, *&c.* doth covenant promiſe and agree to and with the other of them, his Executors, *&c.* to ſtand to, fulfil and keep without any further Suit or Trouble, ſo as the ſame End, Order, Determination of the ſaid two Perſons touching the Premiſſes, be made and ſet down in Writing under their Hands and Seals, ready to be delivered to the ſaid Parties, their Executors or Adminiſtrators, always within   Days next after ſuch Doubt, Queſtion or Controverſie ſhall be referred to the ſaid two Perſons to be diſcourſed, determined and ended.

In witneſs, &c.

A Copartnerſhip in the Trade of a Tobacconiſt.

This Indenture made, *&c.* between *T. C.* of, *&c.* of the one Part, and *J. H.* of, *&c.* of the other Part, **witneſſeth**, that the ſaid *T. C.* and *J. H.* for the Truſt and Confidence which they have and do repoſe in each other, have concluded and agreed, and by theſe Preſents do, *&c.* to be Co-partners and Joint Traders in the Trade and Occupation of a Tobacconiſt, in the Buying and Selling of all manner of Tobacco and all other Things belonging to the Trade of a Tobacconiſt, in Gain and Loſs, according to the Covenants, Grants, Agreements, Article and Conditions hereunder in theſe Preſents contained, for and during, *&c.* to be accounted from, *&c.* to be compleated and ended, (if they, the ſaid Parties, ſhall ſo long live) and that their ſaid Joint Trade and Occupation ſhall be uſed by them the ſaid Parties to theſe Preſents, in, *&c.* or in ſuch other Houſe or Place as they, the ſaid Parties to theſe Preſents, ſhall agree upon in that behalf: And for the furniſhing of the ſaid Joint Trade with a convenient Stock, the ſaid Parties have made, and put together in their ſaid Joint Trade, and joint and principal Stock of 500 *l.* of, *&c.* whereof the ſaid *T. C.* hath, *&c.* and the ſaid *J. H.* for his Moiety, *&c.* hath brought in Monies and Tobacco's, the Sum or Value of, *&c.* **And** thereupon each of them, the ſaid *T. C.* and *J. H.* for himſelf, his Executors, *&c.* doth covenant, grant and agree, to and with the other of them, his, *&c.* and every of them by theſe Preſents, in Manner and Form following (that is, *&c.*) that the ſaid Joint Stock of the Sum or Va-

lue

For the Truſt and Confidence in each other they become Copartners in Profit and Loſs for the Term of

500 *l.* Joint Stock.

modities, Debts or Eſtate of, or belonging, or to belong to this Copartnerſhip of Joint Trade, by Reaſon or Means of this Copartnerſhip, or otherwiſe than by or according to the true Intent and Meaning of theſe Preſents. But if either of their the ſaid Copartners ſhall happen to depart this Life before that any Account of, and concerning the Stock and Dealings of, and in the ſaid Joint Trade ſhall be made up and adjuſted between them, that in ſuch Caſe the Party ſurviving ſhall within, &c. Days next after ſuch Deceaſe, well and truly Account and Reckon with the Executors or Adminiſtrators of the Party ſo deceaſed, of and for all and ſingular the Premiſſes touching their Copartnerſhip and upon the ſame Account, and upon Requeſt ſhall, and will pay and deliver, and faithfully aſſign and ſet over unto the Executors, &c. of the Copartner deceaſed, in ready Money, Goods, Wares and Debts, ſuch Part and Proportion of the Stock and Premiſſes as ſhall be found due, and in Right and Conſcience belonging to the Part or to the Party deceas'd without Fraud or Covin. **But in** Caſe that either of them the ſaid Copartners ſhall happen to depart this Life before the Expiration of the ſaid Term of, &c. the ſaid Copartnerſhip being not before that Time determined by the mutual Conſent and Agreement of the ſaid Party to theſe Preſents, and an Account have before that Time been made between the ſaid Parties to theſe Preſents, of and touching the Stock and Dealing of the ſaid Joint Trade, according to the true Intent and Meaning of theſe Preſents, That then and in ſuch Caſe the Party ſurviving ſhall, together with ſuch one or more Perſon or Perſons, be bound as a Surety or Sureties, with and for ſuch ſurviving Copartner, as ſhall be to the Acceptance and good Liking of the

But ſhall account within, &c. with Executors of ſuch deceaſed.

And give Security for the Payment thereof.

the Executors, *&c.* of ſuch deceaſing Copartner which, *&c.* next after the Deceaſe of ſuch deceaſing Copartner give, make and enter into Bonds unto the Executors, *&c.* of the ſaid Copartner deceaſed, of fitting Penalty, upon Condition, for Payment unto the, *&c.* of the Copartner deceaſed, of ſo much good and lawful Money of *England* within, *&c.* next after the Deceaſe of ſuch deceaſing Copartner as the Part and Share of the Joint Stock, ready Monies, Wares and Debts appearing by the Foot or Balance of the laſt Account which ſhall be made up, adjuſted and ſubſcribed by and between the ſaid Parties to theſe Preſents, according to the true Intent and Meaning of theſe Preſents, before the Deceaſe of ſuch deceaſing Copartner, to be due to him who ſhall ſo depart this Life, ſhall fully and truly amount unto. And upon and for and in Conſideration of which ſaid Bond ſo to be entred into and given by the ſurviving Copartner as aforeſaid, the ſaid ſurviving Copartner ſhall and may have and take to his own Uſe all and ſingular the Goods, Wares, ready Monies and Debts as ſhall be in Joint Stock; and due and belonging to the ſaid Copartner at the Time of ſuch deceaſing Copartner's Deceaſe. And laſtly it is covenanted, granted, concluded and agreed by and between the ſaid Parties to theſe Preſents, that if any Doubt, Queſtion, or Controverſie ſhall hereafter ariſe or happen, by or between them or their Executors, *&c.* during this Copartnerſhip, for or by reaſon of any Clauſe, Article, Condition or Agreement in theſe Preſents contained, or touching this Copartnerſhip, or any Matter thereunto relating, which cannot be between themſelves determined and ended, that then every ſuch Doubt, Queſtion or Controverſies as ſhall ariſe, ſhall be referred to, *&c.* And what-

Of what ſhall be found due on the Foot of the laſt caſt up Account.

Then the ſurviving Copartner ſhall have all the Goods, ready Money, *&c.* to his own Uſe.

Each covenants, that if any Difference ariſes, &c. to be finally determined by Arbitrators.

whatſoever End, Order or Determination the ſaid Perſons ſo to be elected as aforeſaid ſhall make, either of the ſaid Parties for himſelf, his Executors, *&c.* doth covenant promiſe and agree to and with the other of them, his Executors, *&c.* to ſtand to, fulfil and keep without any further Suit or Trouble, ſo as the ſame End, Order, Determination of the ſaid two Perſons touching the Premiſſes, be made and ſet down in Writing under their Hands and Seals, ready to be delivered to the ſaid Parties, their Executors or Adminiſtrators, always within   Days next after ſuch Doubt, Queſtion or Controverſie ſhall be referred to the ſaid two Perſons to be diſcourſed, determined and ended.

In witneſs, &c.

A Copartnerſhip in the Trade of a Tobacconiſt.

This Indenture made, *&c.* between *T. C.* of, *&c.* of the one Part, and *J. H.* of, *&c.* of the other Part, **witneſſeth**, that the ſaid *T. C.* and *J. H.* for the Truſt and Confidence which they have and do repoſe in each other, have concluded and agreed, and by theſe Preſents do, *&c.* to be Co-partners and Joint Traders in the Trade and Occupation of a Tobacconiſt, in the Buying and Selling of all manner of Tobacco and all other Things belonging to the Trade of a Tobacconiſt, in Gain and Loſs, according to the Covenants, Grants, Agreements, Article and Conditions hereunder in theſe Preſents contained, for and during, *&c.* to be accounted from, *&c.* to be compleated and ended, (if they, the ſaid Parties, ſhall ſo long live) and that their ſaid Joint Trade and Occupation ſhall be uſed by them the ſaid Parties to theſe Preſents, in, *&c.* or in ſuch other Houſe or Place as they, the ſaid Parties to theſe Preſents, ſhall agree upon in that behalf: And for the furniſhing of the ſaid Joint Trade with a convenient Stock, the ſaid Parties have made, and put together in their ſaid Joint Trade, and joint and principal Stock of 500 *l.* of, *&c.* whereof the ſaid *T. C.* hath, *&c.* and the ſaid *J. H.* for his Moiety, *&c.* hath brought in Monies and Tobacco's, the Sum or Value of, *&c.* **And** thereupon each of them, the ſaid *T. C.* and *J. H.* for himſelf, his Executors, *&c.* doth covenant, grant and agree, to and with the other of them, his, *&c.* and every of them by theſe Preſents, in Manner and Form following (that is, *&c.*) that the ſaid Joint Stock of the Sum or Value

For the Truſt and Confidence in each other they become Copartners in Profit and Loſs for the Term of

500 *l.* Joint Stock.

Covenant that neither Party ſhall convert any of the Goods, Money, *&c.* to their own Uſe, other than hereafter is limited.

To be faithful.

J. H. to attend the Buſineſs, *&c.*

lue of, *&c.* and all the Proceed, Encreaſe and Gains thereof, or thereby already gotten or accrued, and that from Time to Time hereafter during the Continuing of the ſaid Joint Trade and Copartnerſhip ſhall be gotten or accrue, of, or by means of their ſaid Joint Stock and Trade, ſhall remain and be employed by and for them the ſaid Parties, their Joint Uſes in their ſaid Joint Trade and Occupation; And that neither of them the ſaid Parties ſhall, at any Time hereafter, during the continuing of the ſaid Joint Trade, take out, convert, or uſe the ſaid Joint Stock, or any Part or Parcel thereof, in any Monies, Tobaccoes, Wares or Goods belonging to the ſaid Copartnerſhip, or any Part or Parcel thereof, to the private or particular Uſe of either of them (other than as is hereunder limited and appointed or agreed) that is, *&c.* that the ſaid *T. C.* ſhall or may have, or take out of the Profits and Proceed of the ſaid Joint Stock and Trade, the Sum of 2 *l. per* Week during the Continuing of the ſaid Joint Trade, for his particular Uſe and Expences. And that each of them the ſaid Parties ſhall and will be faithful to the other, in all and every his reſpective Bargains, Sales, Payments, Receits, Accounts, Dealings and Things concerning the ſaid Joint Trade and Copartnerſhip, and thereof ſhall give and make each to the other a true Account from Time to Time, and at all Times upon Requeſt; And that the ſaid *J. H.* ſhall in his own Perſon, imploy himſelf in the Buſineſs and Attendance of the ſaid Co-partnerſhip and Joint Trade; And that the ſaid *T. C.* ſhall be free from giving Attendance, or acting in his own Perſon, in any Buſineſs of the ſaid Joint Trade, but at his Will and Pleaſure: And that each of them the ſaid Parties ſhall write and enter, or cauſe to be written and entred into their

Books of Account, which they have mutually agreed to keep for and concerning their ſaid Joint Stock and Trade, true, plain, and perfect Entries and Account of each of their reſpective Bargains, Sales, Receits, Payments and Disburſements, of and Concerning their ſaid Joint Stock and Trade, and of the Proceed thereof from Time to Time, during the Continuance of their ſaid Joint Trade; And that all Bills, Bonds, and Specialties that ſhall be taken concerning the ſaid Joint Trade and Copartnerſhip, ſhall be mady, written, and taken in the Name of the ſaid *T. C.* only, and ſhall not be otherwiſe written, accepted, or taken by either of them, without the Conſent of the ſaid *T. C.* or in the Names of both the ſaid Parties to theſe Preſents, and ſhall from Time to Time remain in the Cuſtody of the ſaid *T. C.* And that all the Books of Accounts concerning the ſaid Joint Stock and Copartnerſhip, ſhall always, during the Continuance of the ſaid Joint Trade, remain, and be kept for their Joint Uſe in ſome convenient Place within the ſaid Shop or Houſe, where the ſaid intended Trade ſhall be kept and occupied, whereunto they, or either of them the ſaid Parties ſhall, or may have free Acceſs at all Times, and from Time to Time at his and their Will and Pleaſures to view, examine, copy out and caſt over the ſame, and to enter and write down their reſpective Accounts in the ſaid Book without any Let, Contradiction or Hindrance of or by the other; And further, that each of them the ſaid Parties to theſe Preſents ſhall from henceforth once in every Year, during the Continuance of the ſaid Joint Trade and Copartnerſhip (that is, *&c.*) on, *&c.* or within the Space of, *&c.* then next enſuing, upon reaſonable Requeſt join together, at or in the Houſe or Shop aforeſaid, and ſhall then and there faithfully

To make Entries.

Bonds to be taken in the Name of *T. C.* &c.

Books of Account to be kept at the Shop, each Party to have free Acceſs to them at Pleaſure.

fully apply themſelves to make together, the one with the other, a true, full, juſt, plain and perfect Account in Writing, of, for and concerning the ſaid Joint Stock, and the Gains, Proceed and and Encreaſe thereof, and of the Occupying thereof, and of all Expences, Charges, Loſſes, and Damages which ſhall ariſe, come of, grow, for, or by the ſame, in ſuch Sort as the true Eſtate of their ſaid Joint Trade and Occupying may plainly appear unto each of them, his Executors, &c. without Fraud or Covin: And that upon perfecting of every ſuch Account, they the ſaid Parties, or one of them, ſhall write and enter, or cauſe to be written and entred, within the ſaid 28 Days next after the ſaid 25, &c. in every Year, in 2 ſeveral Books, a true Particular of the ready Monies, Tobaccoes, Goods and Debts that ſhall be then jointly owing by them, by means of their ſaid Joint Trade, to any other Perſons: And to the Foot of every ſuch Account, ſhall interchangeably ſubſcribe their Names, and then each of the ſaid Parties to theſe Preſents ſhall or may keep one of the ſaid Books (*viz.*) that which ſhall be ſubſcribed by his other Partner: And it is covenanted and agreed, by and between the ſaid Parties to theſe Preſents, that all and every the Gains, Profit and Encreaſe that ſhall come or ariſe of, or by means of the Uſe and Imployment of the ſaid Joint Stock and Trade, ſhall be had, parted, and by and between the ſaid Parties to theſe Preſents, their Executors, &c. in equal Moieties, according to the Covenants and Agreements in theſe Preſents ſpecified: And that the ſaid *T. C.* his Executors, &c. ſhall or may, at the End or Ceaſing of the ſaid Joint Trade, have, take and receive to his, and their own proper Uſe and Behoof, one Moiety thereof, the whole into two equal Parts to

Accounts to be made up once a Year, &c.

Covenant that the Profit ſhall be equally divided.

be divided, according to the ſaid Covenants and Agreements in theſe Preſents contained; and that the ſaid *J. H* his Executors, *&c.* ſhall or may, *&c. as in the laſt Clauſe*; and that all and every the Coſts, Loſſes, Caſualties, Damages and Expences that ſhall come, grow, ariſe, or happen to them, the ſaid Parties to theſe Preſents by means of the ſaid Joint Trade and Partnerſhip, ſhall be equally and proportionably paid, born and ſuſtained, by and between the ſaid Parties to theſe Preſents: **And further**, each of them the ſaid Parties to theſe Preſents, by, and for himſelf, his Executors, *&c.* doth covenant promiſe and agree to and with the other of them, his Executors, *&c.* by theſe Preſents, that each of them the ſaid Parties, Executors, *&c.* ſhall and will at all Times hereafter well and ſufficiently ſave and keep Harmleſs the other of them, his Executors, *&c.* and the ſaid Joint Stock, and all the Money Wares, Goods, Tobaccoes and Debts, that do and ſhall belong to the ſaid Partnerſhip, of and from all and every ſuch Bonds, Specialties, Debts and Sums of Money, and other Things wherein or for which either of them is or ſhall be bound or charged to any Perſon or Perſons, for any Matter, Cauſe or Thing, which doth not or ſhall not belong to the ſaid Partnerſhip or Joint Trade, and that neither of them the ſaid Parties to theſe Preſents, ſhall or will at any Time or Times hereafter, until the Expiration, or other ſooner Determination of the ſaid Partnerſhip, directly or indirectly, by any ways or means whatſoever, become bound, obliged, or charged, as Surety or Bail, for or with any Perſon or Perſons whatſoever, in, for, or concerning any Action, Debt, or Sum of Money, which ſhall exceed the Value of Damage of 10 *l.* without the Conſent of the other of them in that behalf under his Hand given

All Loſſes to be equally born.

Covenant that each Party ſhall ſave the other harmleſs from all Bonds, &c.

ven, nor do, commit or omit any wilful or willing Act or Acts, Thing or Things whereby, or by means whereof, the other of them ſhall or may ſuſtain or be put unto any Damage: And that neither of them the ſaid Parties to theſe Preſents, ſhall or will at any Time or Times, during the Continuance of the ſaid Joint Trade, become or take up any Sum or Sums of Money at, into, or any otherwiſe upon, or for the Joint Account of the ſaid Parties to theſe Preſents, under his Hand firſt had and given: And that if at any Time, during the Continuance of the ſaid Joint Trade, either of them the ſaid Parties, ſhall give Warning or Monition to the other, not to truſt any one or more certain Perſon or Perſons, by reaſon of his or their weak Eſtate, Inſolvency, want of Ability or otherwiſe, that then and from thenceforth, neither of them the ſaid Parties to theſe Preſents ſhall or will at any Time afterwards, during the Continuance of the ſaid Joint Trade and Partnerſhip, without the Conſent of the other of them, Sell or Deliver upon Credit or Truſt, to any Perſon or Perſons to whom Warning ſhall be given not to be truſted any Monies, Tobacco, or Goods belonging to the ſaid Copartnerſhip. And that neither of them the ſaid Parties to theſe Preſents, ſhall or will have, or uſe ſolely, by or for himſelf, or jointly for or with any other Perſon or Perſons, any manner of Trading, Occupying or Dealing in the Buying, Uttering or Selling of any Tobacco, or any other Wares or Goods belonging to the ſaid Trade or Occupation of a Tobacconiſt, without the ſpecial Licenſe, Conſent and Agreement of the other of the ſaid Parties to theſe Preſents, under his Hand thereunto firſt had and given: And that each of them the ſaid Parties to theſe Preſents

Not to take up Money, &c.

Nor Truſt, &c.

Not to Trade ſeparately.

ſhall and will at all Times, during the Continuation of the ſaid Joint-Trade, upon reaſonable Requeſt there, Notify and Declare unto the other of them the ſaid Parties, all ſuch Letters, Accounts, Writings, and other Things, which ſhall or may come unto his Hands or Poſſeſſion in any wiſe touching or concerning the ſaid Joint Trade, Stock, Trading or Copartnerſhip. **And** it is agreed and covenanted, by and between the ſaid Parties to theſe Preſents, That if the ſaid *T. C.* ſhall be minded, or do determine to diſſolve or put an End to the ſaid Joint Trade at any Time before the Expiration of the ſaid Term, *&c.* and of ſuch his Mind and Determination, ſhall give the ſaid *J. T.* Twelve Months Warning, that then the ſaid Joint-Trade at the End of the ſaid twelve Months, ſhall ceaſe, determine and be diſſolved; and then and in ſuch Caſe it ſhall and may be lawful to and for either of the ſaid Parties to theſe Preſents, by the Space of four Months next and immediately before the Expiration of the ſaid twelve Months, to buy any Tobacco or Tobaccoes for his own proper Account, Uſe and Behoof, but not to ſell the ſame Tobaccoes ſo to be bought by either of them the ſaid Parties, or any Part thereof, until the End of the ſaid twelve Months. **And further**, Each of them the ſaid Parties to theſe Preſents, for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe, grant and agree to and with the other of them, his Executors and Adminiſtrators, by theſe Preſents, in Manner and Form following, (that is to ſay) that by the Space of twenty-eight Days next before the Expiration of the ſaid Term of, *&c.* or of the ſaid twelve Months, to be given by the ſaid *T. C.* to the ſaid *J. T.* for the ſooner Diſſolving of the ſaid Joint

Covenant that if *T. C.* give *J. T.* 12 Months Notice to Diſſolve the Copartnerſhip then to ceaſe.

Each Partner eight Months after may buy what Tobacco he will, but not to ſell till after the 12 Months.

Covenant that a juſt Account ſhall be made of all the Stock, ready Money, *&c.* 28 Days before the Expiration of Copartnerſhip, or before the 12 Months Notice, or after the Death of one of the Partners.

Trade as aforeſaid; or within twenty eight Days next after the Death of either of them the ſaid Parties, (which ſhall firſt happen) each of them the ſaid Parties, his Executors or Adminiſtrators, ſhall make, render, yield and deliver up, at or in the Shop aforeſaid, or in any other Place where the ſaid intended Trade ſhall be uſed or occupied, a true, full, plain and perfect Account and Reckoning in Writing unto the other of them, his Executors and Adminiſtrators, for all Things which they ſhould or ought to be accomptable for each to the other, and ſhall truly account and reckon each of them with the other, of and for the ſaid Joint Stock and Trade, and the Proceed, Gains and Increaſe thereof, and of and for all the ready Money, Tobacco, Wares, Goods, Chattles and Things that ſhall concern or belong to their ſaid Joint Trade and Partnerſhip. And that thereupon all the ready Money, Tobaccoes, Goods, Chattles and Things that ſhall concern or belong unto them by means of their ſaid Joint Trade, the Debts by them jointly owing by means of their ſaid Joint Trade being firſt paid, deducted or allowed out of the Whole, ſhall be equally parted and divided between them, that is to ſay, The ſaid *T. C.* his Executors or Adminiſtrators, ſhall or may have, take and receive to his and their own proper Uſe and Behoof, one Moiety or half Part thereof, the Whole into two equal Parts, to be divided without any Lett, Suit, Denial, Contradiction or Hindrance of, or by the ſaid *J. T.* his Executors, *&c.* or any other Perſon or Perſons by his or their Means, Conſent or Procurement. **And** then alſo the ſaid *J. H.* his Executors, *&c.* have, take, *&c.* (*Put in the laſt Clauſe*) **And** the

Debts to be then firſt paid.

And one full Moiety of the Goods ready Money, *&c.* to be divided and allotted to each Party.

the ſaid *J. H.* for himſelf, his Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid *T. C.* his Executors, *&c.* and every of them by theſe Preſents. That he the ſaid *J. H.* ſhall not, nor will at any Time or Times after the End or Determination of the ſaid Joint Trade, by any Ways or Means whatſoever, without the eſpecial Licenſe, Conſent and Agreement of the ſaid *T. C.* his Executors or Adminiſtrators, under his or their Hands thereunto firſt had and given, receive, releaſe, acquit or diſcharge any Debt or Debts, Sum or Sums of Monies that ſhall be jointly owing to the ſaid Parties by reaſon of their ſaid Joint Trade, but ſhall upon the Requeſt of the ſaid *T. C.* his Executors, *&c.* make and give unto the ſaid *T. C.* his Executors, *&c.* all the ſaid *J. H.* his Power and Authority for enabling of him or them for the Recovery thereof. **And** the ſaid *T. C.* for himſelf, his Executors, *&c.* and for every of them doth covenant, promiſe and grant, to and with the ſaid *J. H.* his Executors, *&c.* by theſe Preſents, in Manner and Form following, (that is, *&c.*) that after the Ending or Determination of the ſaid Joint Trade by any of the Ways or Means aforeſaid, he the ſaid *T. C.* his Executors, *&c.* ſhall do his and their beſt Endeavour to levy, reckon and receive all and every the Debts to them jointly owing, by Reaſon or Means of the ſaid Joint Trade as aforeſaid And that he the ſaid *T. C.* his, *&c.* ſhall and will at the End of every three Months next after the Ceaſing or Diſſolving of the ſaid Joint Trade as aforeſaid, upon Requeſt made, give unto the ſaid *J. H.* his, *&c.* a full, true and perfect Account of all the Monies that ſhall be then received by the ſaid *T. C.* his, *&c.* of or for the ſaid

J. H. Covenants that he will not receive nor releaſe any Debt or Sum, *&c.* that ſhall be jointly owing to *T. C.* but will endeavour that he may receive the ſame.

T. C. covenants, that every three Months after the Diſſolution he will give *J. H.* a true Account of what Money he has received, and pay him a Moiety thereof.

ſaid Debts to them owing as aforeſaid, together with ready Payment and Delivery unto the ſaid *J. H.* his, *&c.* of his Moiety or half Part of all ſuch Sums of Money as upon every ſuch Account ſhall appear to have been recover'd by the ſaid *T. C.* his Executors, *&c.* of or for the Debts aforeſaid, the Charges of Recovery and Receipt of every ſuch Debt and Debts being firſt deducted and allowed out of the Whole. **Provided** always, that if the Executor or Adminiſtrator of the ſaid *T. C.* ſhall at any Time after his Death require the ſaid *J. H.* to levy, ſue for, get in and receive the Debts that ſhall be then owing to them for their Joint Account. Then if the ſaid *J. H.* ſhall upon ſuch Requeſt give good Security to the Executors, *&c.* of the ſaid *T. C.* to do his beſt Endeavour to levy, recover and receive all the Debts and Sums of Money that ſhall be then jointly owing to them the ſaid Executors, *&c.* of the ſaid *T. C.* and to the ſaid *J. H.* upon or for their Joint Account, and to give a full and true Account unto the ſaid Executors, *&c.* of all the ſame Debts and Sums of Money that ſhall be recovered, releaſed and diſcharged by the ſaid *J. H* from Time to Time upon Requeſt, and alſo to pay the ſame Executor, *&c.* one Moiety or half Part of all the ſame Debts which upon every ſuch Account ſhall appear to be recovered, releaſed or diſcharged by the ſaid *J. H.* from Time to Time, (the Charges of Recovery and Receipts of every ſuch Debt and Debts being firſt deducted and allowed out of the Whole, any Thing aforeſaid to the contrary notwithſtanding) That then it ſhall and may be lawful to and for the ſaid *J. H.* to ſue for, levy, recover and receive all and every the ſame Debts and Sums of Money that ſhall be then jointly

Proviſo, That if the Executors of *T. C.* ſhall require *J. H.* to take care to get in the Debts, he giving Security, may receive the ſame, paying to the Executor a Moiety from Time to Time of what he ſhall receive.

jointly owing to them the ſaid Executors, *&c.* of the ſaid *T. C.* and to the ſaid *J. H.* upon or for joint Account, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And** it is expreſly covenanted, granted and agreed by and between the ſaid Parties to theſe Preſents, for themſelves, their Executors, *&c.* that no Benefit or Advantage ſhall be had, ſought or taken by either of them the ſaid Parties, or by the Executors, *&c.* of either of them by Survivorſhip, or by Right, Title, Colour or Means thereof, or by any Tobaccoes, Monies, Debts, Thing or Things belonging to the ſaid Partnerſhip, or any Part or Parcel thereof, contrary to the true Intent and Meaning of theſe Preſents, any Law, Uſage or Cuſtom to the contrary thereof in any wiſe notwithſtanding.

No Advantage to be taken by Survivorſhip.

And it is covenanted and agreed by and between the ſaid Parties to theſe Preſents, That if the ſaid *T. C.* ſhall happen to depart this Life before the Expiration of the ſaid Term of, *&c.* (the ſaid Copartnerſhip and Joint Trade being not before that Time diſſolved) and if the ſaid *J. H.* ſhall within one Month next after the Deceaſe of the ſaid *T. C.* give good and ſufficient Surety unto the Executors, *&c.* of the ſaid *T. C.* to their Acceptance and good Liking, for the Satisfaction and Payment unto the Executors of the ſaid *T. C.* and by two equal half yearly Payments and Portions one after the other ſucceſſively, coming from, and next after the Death of the ſaid *T. C.* ſo much lawful Money of *England* as the Moiety or half Part of the ſaid *T. C.* of and in all the Monies, Tobacco, Goods, Debts and Eſtate that ſhall belong unto the ſaid Partnerſhip and Joint Trade, ſhall according to the Foot or Balance of

Covenant that if *T. C.* die before the End of the Copartnerſhip, if then *J. H.* ſhall pay the Moiety of the Stock of the laſt caſt up Account in two ſix Months to his Executors, who ſhall have the whole Stock, *&c.*

of the laſt Account, which ſhall be made up by and between the ſaid Parties to theſe Preſents, before the Death of the ſaid *T. C.* ſhall appear to amount unto, and ſhall then alſo give good and ſufficient Security to the ſaid Executors, *&c.* of the ſaid *T. C.* to their Acceptance and Good-liking, for the due and full Satisfying and Paying, and clear Indempnifying and ſaving harmleſs of the ſaid Executors, *&c.* of the ſaid *T. C.* and the ſaid *J. H.* owing upon or for the ſaid Joint Account, by reaſon of the ſaid Partnerſhip and Joint Trade, that then it ſhall and may be lawful to and for the ſaid *J. H.* his Executors, *&c.* to have, receive, take and enjoy to his and their own proper Uſe and Uſes, all the Monies, Tobaccoes, Debts and Eſtate that ſhall be belonging to the ſaid Partnerſhip and Joint Trade, any Thing before to the contrary thereof in any wiſe notwithſtanding. **And** it is agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *J. H.* in Conſideration, and for the Uſe and Occupation of the aforeſaid Premiſſes, to be uſed in the Trade and Occupation aforeſaid, doth for himſelf, his Executors, *&c.* covenant and agree to and with the ſaid *T. C.* his Executors, *&c.* by theſe Preſents, That he the ſaid *J. H.* his Executors, *&c.* ſhall and will, well and truly pay, or cauſe to be paid to the ſaid *T. C.* his Executors, *&c.* yearly and every Year during the aforeſaid Term of Copartnerſhip, the Sum of 25 *l.* of, *&c.* at and by four Quarterly Payments and Portions. **Provided** always, and it is nevertheleſs agreed by and between the ſaid Parties to theſe Preſents, That if the ſaid *T. C.* ſhall at any Time or Times hereafter during the Continuation of the ſaid Copartnerſhip, be minded to dwell in, or uſe any Part of the ſaid Premiſſes himſelf, that then it ſhall and may be lawful

And indempnify the Executors of *T. C.* from all Debts owing by the Joint-Stock.

J. H. Covenants to pay *T. C.* 25 *l.* Quarterly, by Quarterly Payments for the Houſe and Utenſils.

lawful to and for him the ſaid *T. C.* ſo to do any Thing aforeſaid, to the contrary thereof in any wiſe notwithſtanding. And then and in ſuch Caſe, during ſo much of the ſaid Term of Copartnerſhip as the ſaid *T. C.* ſhall uſe the ſame, he the ſaid *J. H.* his Executors, *&c.* ſhall and will allow and pay, or cauſe to be allowed and paid unto the ſaid *T. C.* his Executors, *&c.* the yearly Rent or Sum of 20 *l.* and no more, for and towards the Rent of the Premiſſes that ſhall be then uſed in the ſaid Joint Trade and Copartnerſhip. And it is alſo covenanted and agreed, by and between the ſaid Parties to theſe Preſents, That if the ſaid *T. C.* ſhall at any Time or Times hereafter during the ſaid Joint Trade and Copartnerſhip, bring in, or lend any more Monies into the ſaid Joint Stock of the ſaid Copartnerſhip and Joint Trade, That then it ſhall and may be lawful to and for the ſaid *T. C* his Executors, *&c.* to take ſo much Money again out of the ſaid Joint Stock of the ſaid Copartnerſhip and Joint Trade, at his and their Pleaſures, with Intereſt for the ſame, after the Rate of 6 *l. per Cent.* for ſo long Time as it hath been and continued in the ſaid Joint Stock. **And** it is alſo agreed by and between the ſaid Parties to theſe Preſents, That neither of them the ſaid Parties ſhall take any Apprentice or Apprentices, or Journey-man, for or in the Buſineſs of the ſaid Joint Trade, without the Conſent and Agreement of each other, and that all ſuch Sum and Sums of Money which ſhall be taken with any Apprentice or Apprentices, by either of the ſaid Parties, for or in the Buſineſs of the ſaid Joint Trade, ſhall be brought and added to the ſaid Joint Stock of the ſaid Copartnerſhip and Joint Trade, and ſuch Apprentice and Apprentices ſhall be main-

But if *T. C.* ſhall Inhabit with him, then but 20 *l.*

If *T. C.* lends the Stock any Money, he ſhall be paid 6 *per Cent.* for the ſame,

No Apprentice to be taken without mutual Conſent.

The Money received with an Apprentice, ſhall go into Stock, and he maintained out of it.

maintained out of the ſaid Joint Stock. **And laſtly**, It is covenanted, granted, concluded and agreed, by and between the ſaid Parties to theſe Preſents, in Form following that is to ſay, That in Caſe any Difference, Strife, Controverſy or Cauſe of Suit, ſhall at any Time or Times hereafter ariſe, or come between the ſaid Parties, their Executors or Adminiſtrators, for or upon any Matter or Thing whatſoever concerning the ſaid Copartnerſhips Joint Stock or Trade, which is not plainly provided for, expreſſed, ſet down and declared in and by theſe Preſents, of, for, or concerning any Covenant, Grant, Clauſe or Article contained in theſe Preſents, which is not ſufficiently explained and expreſſed and that ſhall not be quietly and fully ended and decided by and between themſelves within the Space of one Month then next following, that then and ſo often in every ſuch Caſe, *&c.*

In Witneſs, &c.

A Copartnerſhip in the Trade of a Hoſier.

THis Indenture made, the, *&c.* Between *G. A.* of the one Part, and *S. W.* of the other Part, Witneſſeth, that the ſaid *G. A.* and *S. W.* for and upon the eſpecial Truſt, which one of them hath and repoſeth in the other of them, are by theſe Preſents become Copartners in the Trade of an Hoſier, unto which the ſaid *S. W.* hath been bred, and in and for the trading, buying and ſelling, of and in all Sorts of Goods, Wares and Merchandiſes, of and belonging to the ſaid Trade of a Hoſier, from the Day, *&c.* during the Term of Years from thence, *&c.* if both the ſaid Parties ſhall ſo long live, according to the Covenants, Grants, Articles, Conditions and Agreements hereafter in theſe Preſents mentioned, and for the furniſhing and exerciſing of the ſaid Copartnerſhip, the ſaid Parties have made and brought in a Joint ſtock of 500 *l.* *&c.* and it is agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Joint Stock of 500 *l.* and the Increaſe thereof, and all ſuch further and other Sum and Sums of Monies, as hereafter ſhall be brought into the Joint Stock of the ſaid Joint Trade, by the mutual Conſents of the ſaid Parties, ſhall, from Time to Time, during the Continuance of their Copartnerſhip, be occupied and imployed by the ſaid Parties in the ſaid Trade of an Hoſier, and in the trading, buying and ſelling of all Sorts and Kinds of Goods, Wares and Merchandizes, belonging to the ſaid Trade of a Hoſier, for the equal Benefit and Advantage of the ſaid Parties to theſe Preſents; and that the ſaid Joint Trade ſhall be ma-

500 *l.* Joint Stock.

The Encreaſe of the Stock ſhall be put into Stock.

naged,

Covenant that each Party will be diligent and faithful.

naged, uſed and kept in, *&c.* And it is further covenanted, granted, conditioned and agreed, by and between the ſaid Parties to theſe Preſents, and either of them the ſaid *G. A.* and *S. W.* doth for himſelf, his Executors, *&c.* Covenant, *&c.* by theſe Preſents in Manner and Form following (that is to ſay) that either of them the ſaid Parties to theſe Preſents ſhall and will from Time to Time, during the Continuance of this Copartnerſhip, Employ and Endeavour himſelf, *&c.* And ſhall be faithful, *&c.* And that all the Gain, Profit and Increaſe, which ſhall ariſe, or be gotten or gained by the Occupying and Imploying of the ſaid Joint Stock and Premiſes, ſhall be to and for the equal Uſe and Benefit of both the ſaid Parties to theſe Preſents, and be equally parted and divided between them, Part and Part alike, and that all Loſſes and Damages that ſhall happen to come to the ſaid Copartners, by reaſon of any bad Debtor or Debtors, or any other Caſualty or Loſs, or other Matter or Thing touching this Copartnerſhip, (except only ſuch Loſſes as ſhall happen to come or be by the truſting or delivering out of any Goods or Monies to any Perſon or Perſons by either of the Parties, without the Conſent of the other of them, after Notice ſhall be given by either of the ſaid Parties, to the other of them, not to truſt or give Credit to any ſuch Perſon or Perſons) ſhall be ſuſtained and born by and between them, the ſaid Parties to theſe Preſents, Part and Part alike; and that if either of them the ſaid Parties to theſe Preſents, ſhall at any Time, during this Copartnerſhip, without the Conſent of the other of them, credit, lend or deliver upon Truſt any Goods or Monies belonging to their Joint Trade, to any Perſon or Perſons, which either of the ſaid Parties ſhall prohibit or give Notice to the other of them not to give Credit to or Truſt, that then ſuch of them who ſhall ſo credit, lend, or deliver out upon Truſt the ſaid Goods or Monies, ſhall alone ſtand to the Adventure thereof, and in all Accounts be ſolely charged therewith: And whereas Part of the ſaid Shop in which the ſaid Joint Trade is agreed to be managed, is, by the Agreement of the ſaid Parties to theſe Preſents, rated and valued at, *&c.* the ſaid *S. W.* doth covenant to pay one Moiety, *&c.* And it is further covenanted, granted, conditioned and agreed, by and between the ſaid Parties to theſe Preſents, and either of them, the ſaid *G. A.* and *S. W.* for himſelf, his Executors, *&c.* covenant, promiſe, *&c.* in Manner, *&c.* and that it ſhall and may be lawful to and for either of them the ſaid *G.* and *S.* to deduct and take Weekly out of the ſaid Joint Stock of Copartnerſhip, during the Continuance of the ſaid Copartnerſhip, the Sum of 20 *s.* a Piece, of lawful Money of *England*, for their ſeveral neceſſary Uſes and Expences, and not more: And that juſt and perfect Accounts of all and ſingular the Dealings of the ſaid Copartners in or touching the ſaid Joint Trade, and all Affairs, Matters or Things thereunto relating, ſhall from Time to Time, during the Copartnerſhip, be fairly entred, written, and ſet down in Books for that Purpoſe kept by and between the ſaid Parties to theſe Preſents, which either of the ſaid Parties, at his Pleaſure, ſhall and may come unto and have recourſe to peruſe the ſame: And that all ſuch Bonds, Bills and Specialties as ſhall be made by any Perſon and Perſons, for any Debt or Sum of Money that ſhall be due or owing unto the ſaid Parties, by reaſon of this Copartnerſhip, ſhall be made in the Names of both the ſaid Parties to theſe Preſents, which ſaid Bonds, Bills and Specialties,

S. W. covenants to pay half the Rent of the Shop.

The Accounts to be fair ſet down in a Book where each Party may peruſe at Pleaſure.

Bonds given to them to be made jointly in their Names.

cialties, ſhall be kept in ſuch Place as by the ſaid Parties to theſe Preſents ſhall, after any ſuch Bill, Bonds or Specialties made to them as aforeſaid, releaſe or diſcharge the ſame, or any of them, without the Conſent of the other of them, and that neither of them the ſaid Copartners ſhall, at any Time during this their Copartnerſhip, become Surety, or charge himſelf by any Ways or Means, for any Sum or Sums of Money, Debt, Matter or Thing to or for any Perſon or Perſons, any manner of Ways, whereby the ſaid Joint Stock of 500 Pounds, or any other Stock, or the Increaſe thereof, or any Part thereof remaining in Joint Trade between them, ſhall be diminiſhed contrary to the Tenour and true Meaning of theſe Preſents, without the Conſent of the other of them firſt had and obtained in Writing for the ſame; and that the ſaid Copartners, on or before the, *&c.* Yearly, and every Year, during the Continuance of this Copartnerſhip, or ſooner, if either of the ſaid Parties ſhall deſire it, *viz.* within one Month next after Notice in that behalf to be given by the one of the ſaid Parties to theſe Preſents to the other of them, to make and adjuſt a general, full, clear and perfect Account, and Reckoning of, for, touching and concerning all and ſingular Goods, Wares, Merchandizes, Commodities, Stock and Debts, both good and deſperate, and all other Matters, Affairs and Things whatſoever, relating unto or concerning the ſaid Joint Trade, and that upon the Making up and Adjuſting of every ſuch general and full Account and Reckoning, all and ſingular the Particulars of every ſuch general and full Account and Reckoning, as Namely, the true, juſt, and full Quantities and Values of all and ſingular Goods, Wares, Commodities and Merchandizes, of all and ſingular Sum and Sums of Money, Debt and Debts due and owing, or which ſhall be then due and owing to the ſaid Copartners, by reaſon of this Copartnerſhip, or any Matter or Thing thereunto relating, with the ſeveral and particular Names, Additions, and places of Abode, or Dwelling, of the ſeveral Perſons by or from whom the Sum or Sums of Money, Debt or Debts ſhall be due and owing, together with whatſoever Debts or Sums of Money ſhall be then owing by the ſaid Copartners, in Reference to the ſaid Joint Trade, and together with a full and juſt Balance of the joint Stock of the ſaid Copartnerſhip, which ſhall be then remaining, and with due Mention of whatſoever Loſſes in or by the ſaid Joint Trade hath or have ariſen or happened ſhall be plainly and fairly entred, written, and ſet down in two ſeveral Books, for that Purpoſe to be kept, the one whereof ſhall be ſubſcribed by the ſaid *G. A.* and remain with the ſaid *S. M.* [illegible]*econtra.* And it is further alſo covenanted, granted, conditioned, concluded and fully agreed, by and between the ſaid Parties to theſe Preſents, that at the End of the ſaid Term of, *&c.* if both the ſaid Parties ſhall be then Living, or at ſuch other or ſooner Time or Determination as they the ſaid Copartners ſhall diſſever themſelves from this Copartnerſhip and Joint Trading, by their mutual Conſent and Agreement, which ſhall firſt happen, a true Account ſhall be then made between the ſaid Parties to theſe Preſents, of all Things touching this Copartnerſhip, and then, or within 10 Days next after ſuch Account ſo made, all and every Sum and Sums of Money, which ſhall be then in the Joint Stock of the ſaid Joint Trade and Copartnerſhip, all and ſingular the Gains and Increaſe thereof, and all and ſingular other Monies, Goods, Wares, Commodities and Merchandizes of and belonging to and concerning the ſaid Joint Trade and Copartnerſhip, whereof they ſhall not before the Time have made Diviſion and Partition between them, and taken out as aforeſaid, together with all and ſingular ſuch Debts as ſhall be owing unto them, by reaſon of their Joint Trade, ſhall be equally parted and divided between them, without Fraud and Covin, the Debts then due and owing by the ſaid Copartners, by reaſon of this Copartnerſhip, being out of the ſaid Premiſſes firſt deducted, allowed, or ordered to be paid after, which Partition or Diviſion, to be made between the ſaid Parties, neither of the ſaid Parties, his Executors, *&c.* ſhall diſcharge a Debtor or Debtors, whoſe Debt or Debts ſhall be upon the ſaid Partition aſſigned to the other of them.

After which Diviſion, &c. neither Party ſhall diſcharge a Debt which was aſſigned by him to the other Party.

No Advantage ſhall be taken by Right of Survivorſhip in the Joint Stock.

Provided always, and it is expreſly covenanted, granted, conditioned, concluded and fully agreed by and between the ſaid Parties to theſe Preſents, and their true and plain Meaning is, that neither of them ſhall take any Advantage by Right of Survivorſhip, of or in the Joint Stock, Goods, Wares, Merchandizes or Debts of or belonging or to belong to this Copartnerſhip or Joint Trade, by reaſon or means of this Copartnerſhip, otherwiſe than by and according to the true Intent and Meaning of theſe Preſents.

But if either of the Parties ſhall die before Account be made up, then the Survivor ſhall have the whole, &c. Paying 250*l.* to his Executor by 3, 6 Months.

But if either of them, the ſaid Copartners, ſhall happen to depart this Life before a general and full Account of and concerning the Premiſſes ſhall, in Purſuance of and according to the Tenor, true Intent and Meaning of theſe Preſents, be made up and adjuſted between the ſaid Parties to theſe Preſents, that then, and in ſuch Caſe, the Survivor of them, the ſaid Parties to theſe Preſents, ſhall, from and after the Deceaſe of ſuch deceaſing Copartner, for ever have and enjoy to his own proper Uſe and Benefit all the whole Joint Stock, and all other Monies, Goods, Merchandizes, Wares, Debts and Eſtate, which, at the Time of the Deceaſe of ſuch deceaſing Copartner, ſhall be ſtanding or lying out, due, or belonging to the ſaid Joint Trade and Copartnerſhip, and all the whole Intereſt, Right and Advantage of the ſame, ſo as ſuch ſurviving Copartner do or ſhall, within fourteen Days next after the Deceaſe of ſuch deceaſing Copartner, give and enter into Bond or Obligation for 500 *l.* Penalty, together with ſuch Perſon or Perſons Security, to be therein bound with him, as ſhall be to the Acceptance and good Liking of the Executors, *&c.* of ſuch deceaſed Copartner, for Payment unto the ſame Executor, *&c.* of ſuch deceaſed Copartner of the Sum of 250 Pounds of, *&c.* being the ſaid deceaſed Copartner's full principal Part or Share of the Joint Stock aforeſaid, by him brought into the ſaid Joint Trade, as aforeſaid, deducting and defaulking thereout ſo much as ſhall appear to have been taken out of the Joint Stock aforeſaid, by ſuch deceaſing Copartner, over and above the aforeſaid Sum of 20 *s.* *per* Week, which by theſe Preſents is agreed to be taken out of the ſaid Joint Stock by each of the ſaid Copartners, by three equal Payments and Portions, in three ſix Months Time next after the Deceaſe of ſuch deceaſing Copartner. But in caſe it ſhall appear, that leſs than 20 *s.* *per* Week ſhall have been taken out of the ſaid Joint Stock, by ſuch deceaſing Copartner, that then the ſaid intended Bond, or Obligation, ſhall be made and entred into by ſuch Surviving Copartner, with ſuch Security as aforeſaid, unto the Executors, *&c.* of ſuch deceaſing Coparner, for Payment unto the Executor, *&c.* of ſuch deceaſed

If more than 20s. a Week taken out, the Overplus to be deducted out of the 250 l.

If leſs than 20 s. then to be added to the 250 l.

Intereſt for Forbearance at 6 l. *per* Cent.

And if either of the Parties die after the firſt Year, then 'tis agreed, that the ſurviving Parties ſhall pay a Moiety of the caſt up Account at 3 ſix Months to the Executor of the deceaſed Party in full of all.

ceaſed Copartner of the ſaid Sum of 250 *l.* together with ſo much Monies more thereunto to be added, and over and above and beſides the ſaid 250 *l.* as ſhall appear to have been taken out of the Joint Stock aforeſaid, by ſuch deceaſing Copartner leſs than 20 *s.* *per* Week, by three equal Payments and Portions, in three ſix Months Time, next after the Deceaſe of ſuch deceaſing Copartner, together with Intereſt or Conſideration for the ſame 250 *l.* and ſuch other Sum and Sums of Money more or leſs than 250 *l.* as aforeſaid, ſo to be paid after the Rate of 6 *l.* for the Loan, or Forbearance of 100 *l.* for one Year from the Day of the Death of ſuch deceas'd Copartner, until the ſame 250 *l.* and other the Sum and Sums of Money, more or leſs than 250 *l.* ſo to be paid as aforeſaid, ſhall be in Manner and Form aforeſaid, fully ſatisfied and paid without any further or other Act to be made, rendred or given to the Executors, *&c.* of ſuch deceaſing Copartner; and in caſe that either of the ſaid Copartners ſhall happen to depart this Life after the Expiration of the firſt Year of the Term of this Copartnerſhip, and within the Term of the Copartnerſhip, that then, and in ſuch Caſe, the Survivor of them, the ſaid Parties to theſe Preſents ſhall, from and after the Deceaſe of ſuch deceaſing Copartner, for ever have and enjoy, to his own proper Uſe and Benefit, all the whole joint Stock, and all other Monies, Goods, Wares, Merchandizes, Debts and Eſtate, which at the Time of the Deceaſe of ſuch deceaſing Copartner ſhall be ſtanding, or lying out, or due, or belonging to the ſaid Joint Trade or Copartnerſhip, and all the whole Intereſt, Right and Advantage of the ſame, ſo as ſuch ſurviving Copartner do or ſhall, within fourteen Days next after ſuch the Deceaſe of ſuch deceaſing Copartner, give and enter into, unto the Executors, *&c.* of ſuch deceaſing Copartner, Bond or Obligation of double the Sum or Value, payable by the Condition thereof, by ſuch Perſon or Perſons with Security to be therein bound with him, as ſhall be to the Acceptance and good Liking of the Executor, *&c.* of ſuch deceaſing Copartner, for Payment unto the Executors, *&c.* of ſuch deceaſing Copartner, in good, *&c.* of the Moiety or half Part of what the Ballance of the laſt general and full Account made between the ſaid Parties to theſe Preſents ſhall amount unto, by three equal Payments and Portions in three ſix Months Time next after the Deceaſe of ſuch deceaſing Copartner, without any further or other Account to be made, rendred or given unto the Executor, *&c.* of ſuch deceaſing Copartner, for or in reſpect of the ſaid Premiſſes, or any Part or Parcel thereof, deducting out of the ſaid Moiety of the Ballance aforeſaid, ſo much as ſhall appear to have been taken out of the Joint Stock of the ſaid Copartnerſhip by ſuch deceaſed Copartner, over and above the aforeſaid Sum or Allowance of 20 *s. per* Week, from the Time of the Making of the laſt general Account, until the Time of ſuch deceaſed Copartner his Deceaſe ſhall amount unto. **But** in Caſe it ſhall appear that leſs than 20 *s. per* Week ſhall have been taken out of the ſaid Joint Stock of the ſaid Copartnerſhip by ſuch deceaſing Copartner, that then the ſaid intended Bond or Obligation ſhall be made and entred into by ſuch ſurviving Copartner, with ſuch Surety as aforeſaid, unto the Executors, *&c.* of ſuch deceaſed Copartner, for Payment unto the Executors, *&c.* of ſuch deceaſed Copartner of the ſaid Moiety of the Ballance aforeſaid, together with ſo much Monies more thereunto to be added, over and above, and beſides the ſame Moiety and Ballance as ſhall appear to have been taken out of the Joint Stock of the ſaid Copartnerſhip, leſs than 20 *s.* *per* Week from the Time of the making and adjuſting of the ſaid laſt general Account, until the Time of ſuch the ſaid deceaſing Copartner his Deceaſe, by three equal Payments and Portions, in three ſix Months Time next after the Deceaſe of ſuch deceaſing Copartner, **And** the ſaid G. *A.* for himſelf, *&c.* doth covenant, promiſe and grant, to and with the ſaid *S. W.* his, *&c.* by theſe Preſents, That in Caſe the ſaid G. *A.* ſhall happen to depart this Life before the Expiration of the ſaid Term of three Years, and that the ſaid *S. W.* ſhall ſurvive *for the Time* of the ſaid G. *A. to ſurvive*, and that before the Time of ſuch the Deceaſe of the ſaid G. *A.* this Copartnerſhip ſhall not by the mutual Conſent and Agreement of the ſaid Parties to theſe Preſents have been determined, That then he the ſaid *S. W.* his Executors or Adminiſtrators, ſhall and may, from and after the Deceaſe of the ſaid G. *A.* during all the Reſt and Reſidue of the ſaid three Years which ſhall be then to come and unexpired, Have, hold and enjoy the ſaid Part of the Shop in which the ſaid Joint Trade is agreed by theſe Preſents to be managed and kept, paying and allowing yearly unto the Executors, *&c.* of the ſaid G. *A.* and to their Aſſigns, for and during ſuch Reſidue of the ſaid Term of three Years, which ſhall be then to come and unexpired, ſuch yearly Rent and Rents, Sum and Sums of Money for the ſaid Part of the Shop, as the ſaid Part of the Shop is before by theſe Preſents valued and rated at, (that is, *&c.*) Thirty Pounds *per Annum*, for ſo long Time of the ſaid laſt two Years of the ſaid

Covenant that if G. *A.* die, *&c.* that then *S. W.* ſhall pay 30 *l.* a Year for the Shop.

ſaid Term of five Years, which ſhall be then to come and unexpired, at the four uſual Quarterly Feaſt-days or Terms, by even and equal Portions. **And laſtly,** It is covenanted and agreed, by and between the Parties to theſe Preſents, That if any Doubt, Queſtion or Controverſy ſhall hereafter ariſe and happen between the ſaid Parties to theſe Preſents, or either of them, their or either of their Executors, *&c.* for or by reaſon of any Covenant, Grant, Clauſe or Agreement in theſe Preſents Contained, or for or concerning the ſaid Joint Trade, or any other the Premiſſes in any manner of Ways, that then every ſuch Doubt, Queſtion or Controverſy ſhall be reſolved, diſputed and determined by two indifferent Perſons to be named and choſen by the ſaid Parties to theſe Preſents, their Executors, *&c.* *viz.* by each of them the ſaid Parties to theſe Preſents, his Executors, *&c.* on which either of them the ſaid Parties to theſe Preſents covenanteth and granteth for himſelf, his Executors, *&c.* to and with the other of them by theſe Preſents, to elect and chuſe accordingly, always within eleven Days next after any ſuch Doubt, Queſtion or Controverſy ſhall ariſe, and whatſoever Order or Determination the ſaid two Perſons ſo to be elected as aforeſaid, ſhall make at any Time or Times between the ſaid Copartners, their Executors, *&c.* of or upon the Premiſſes, or any Part thereof, either of them the ſaid Parties to theſe Preſents, doth ſeverally for himſelf, his Executors, *&c.* covenant, promiſe and grant to and with the other of them, his Executors, *&c.* by theſe Preſents, to ſtand to, perform and keep without any further Suit or Trouble, ſo as the ſame End, Order or Determination of the

Covenant from each Party, that upon all Differences, &c. to be determined by Arbitrators.

ſaid two Perſons of and upon the Premiſſes, or any Part thereof, be made and put in Writing under their Hands and Seals, ready to be delivered to the ſaid Parties always within one Month next after ſuch Doubt, Queſtion or Controverſy ſhall be referred to them the ſaid Perſons to be reſolved, diſcuſſed or determined.

In Witneſs, &c.

A Copartnerſhip in the Trade of a Grocer.

This Indenture made the, *&c.* Between *G. S.* of the one Part, and *C. C.* of the other Part, Witneſſeth, That the ſaid *G. S.* and *C. C.* for or upon the ſpecial Truſt and Confidence which the one of them hath, and repoſeth in the other of them, are by theſe Preſents become Copartners in, and for the Trading, Buying, Selling and Dealing in all Sorts and Kinds of Goods, Wares and Merchandizes, of and belonging to the Trade of a Grocer, from the Day of the Date of theſe Preſents, until the End and Expiration of ſix Months next after that either of them the ſaid *G. S.* and *C. C.* ſhall have a Deſire to diſſever themſelves from, and diſſolve the ſaid Copartnerſhip, and ſhall give Notice to the other of them of ſuch his Deſire, according to the Covenants, Grants, Articles, Conditions and Agreements herein after in theſe Preſents mentioned, and for the furniſhing and exerciſing of the ſaid Copartnerſhip, the ſaid Copartners have made and brought a Joint Stock of, *&c.* in Monies and Goods, (that is to ſay) the ſaid *G. S.* for his Part in Money and Goods, the Sum and Value of, *&c.* And the ſaid *C.C.* for his Part in

For 6 Months next after either Party ſhall deſire to diſſolve the Copartnerſhip.

Each Party has put into the Joint Stock equally.

in Money and Goods, the like Sum and Value of, *&c.* And it is agreed by and between the ſaid Parties to theſe Preſents, That the ſaid Joint Stock of, *&c.* and the Increaſe thereof, and all ſuch further and other Sum and Sums of Money as they have given Bond jointly for, and is brought in, and alſo which hereafter ſhall be brought into the Joint Stock of the ſaid Joint Trade, by the mutual Conſents of the ſaid Parties, ſhall, during the Continuance of their ſaid Copartnerſhip, be occupied and employed by the ſaid Parties in Trading and Dealing, in Buying and Selling, as well of all ſorts and kinds of Goods, Wares and Merchandizes, of and belonging to the Trade of a Grocer; As of all and every or any other Commodities, Wares, or Merchandizes, which they the ſaid *G. S.* and C. C. ſhall agree upon, or think fit to Trade or Deal in, for their moſt and equal Benefit and Advantage. And that the ſaid Joint Trade ſhall be managed, uſed and kept, during the Continuance of the ſaid Copartnerſhip, within the now Dwelling-Houſe and Shop of the ſaid C. C ſituate and being in *London*, or within ſuch other Houſe or Shop as they the ſaid *G. S.* and C. C. ſhall agree upon. And it is further covenanted, granted, concluded and fully agreed upon, by and between the ſaid Parties to theſe Preſents, and either of them the ſaid *G. S.* and C. C. doth for himſelf, his Executors, *&c.* and for every of them, covenant, promiſe and grant to and with the other of them, his Executors, *&c.* by theſe Preſents and Manner and Form following, (that is to ſay) that all the Gains, Profits and Increaſe which ſhall ariſe or be gotten, or gained by the Occupying and Employing of the ſaid Stock and Premiſſes as aforeſaid, ſhall be to and for the equal Uſe and Benefit of

The Trade to be managed, &c. in the Houſe of C. C.

Covenant that the Profits of, &c. ſhall be equally ſhared of both the ſaid Parties to theſe Preſents, and be equally parted and ſhared between them, Part and Share alike.

And the Loſſes by bad Debts, or otherwiſe, equally born,

And that all Damages and Loſſes as ſhall happen to come to the ſaid Copartners, by reaſon of any bad Debtor or Debtors, or any other Caſualty or Loſs, or other Matter or Thing touching this Copartnerſhip, excepting only ſuch Loſſes as ſhall happen to come, or be by the truſting or delivering out of any Goods or Monies by either of the ſaid Parties without the Conſent of the other of them, ſhall be ſuſtained and born by and between the ſaid Parties to theſe Preſents, Part and Part alike.

Except where either Party lend or truſt without the Conſent of the other.

And that if either of them the ſaid Parties to theſe Preſents, ſhall at any Time during this Copartnerſhip, without the Conſent of the other of them, credit, lend or deliver out upon Truſt, any Goods or Money belonging to their Joint Stock and Trade, that then ſuch of them who ſhall ſo lend or deliver out the ſame, ſhall alone ſtand to the Adventure thereof, and in all Accounts be ſolely charged therewith.

Houſe-rent and Taxes to be taken out of the Joint Stock.

And that all Houſe-rent, Taxes and other Charges whatſoever ariſing, or which ſhall or may ariſe by reaſon of the ſaid Joint Trade in the ſaid Dwelling-houſe of the ſaid *C. C.* ſhall be from Time to Time paid, born and allowed out of the Joint Stock of this Copartnerſhip.

C. C. ſhall board the Apprentice or Apprentices, and be allowed for each, *&c.*

And that the ſaid *C. C.* ſhall be allowed out of the ſaid Joint Stock for the Diet, Waſhing and Lodging, as well of the preſent Servant of the ſaid Copartners, as of every other Servant whom they ſhall hereafter during this Copartnerſhip think fit to keep, for the Service and Buſineſs of the ſaid Joint Trade, which the ſaid *C. C.* undertaketh and agreeth to provide and find, for the Sum of   a-piece, of, *&c.* and that if the ſaid Copartners ſhall, during this Copartnerſhip, take or keep any more Servants or Apprentices, that all ſuch Monies which ſhall be taken with ſuch Servants or Apprentices, ſhall be for the joint and equal Benefit of the ſaid Copartners, the Charge of the Maintenance of which Servants and Apprentices ſo to be taken, ſhall be paid and allowed out of the Joint Stock of the ſaid Copartnerſhip, and that there ſhall be allowed for the Habitation or Dwelling of the ſaid *G. S.* 124 *l. per Annum*, out of the Joint Stock of the ſaid Copartnerſhip, and that it ſhall and may be lawful to and for either of them the ſaid *G. S.* and *C. C.* to deduct and take Weekly, during the Continuation of the ſaid Copartnerſhip, out of the Joint Stock of the ſaid Copartnerſhip, the Sum of 50 *s.* a piece of lawful Money, *&c.* for their ſeveral Neceſſaries, Uſe and Expences. **And** it is alſo covenanted, granted, concluded, conditioned and agreed, by and between the ſaid Parties to theſe Preſents, and either of them the ſaid *G. S.* and *C. C.* doth for himſelf, his Executors, *&c.* and for every of them, covenant, promiſe and grant to and with the other of them, his Executors, *&c.* by theſe Preſents, in Manner and Form following, (that is to ſay) that juſt and perfect Accounts of all and ſingular the Dealings of the ſaid Copartnerſhip, in or touching the ſaid Joint Trade, and of all Matters, Affairs and Things thereunto relating, ſhall from Time to Time during this Copartnerſhip, be fairly entred, written and ſet down in Books for that Purpoſe, to be kept by and between the ſaid Parties to theſe Preſents, unto which either of the ſaid Parties at his Pleaſure, ſhall and may come unto, and have Recourſe to peruſe the ſame; And that all ſuch Bonds, Bills and Specialties, as ſhall be made by any Perſon or Perſons for any Debt or Sum of

The Monies taken with Apprentices ſhall be applied in Stock.

G. S. ſhall be allowed out of the Stock 124 *l. per Ann.* for his Houſe.

50 *s.* a Week ſhall be weekly taken out by each Party for their own Uſe.

All Accounts to be fairly written in a Book.

of Money that ſhall be due or owing unto the ſaid Parties by reaſon of this Copartnerſhip, ſhall be made in the Names of both the ſaid Parties, which ſaid Bonds, Bills and Specialties, ſhall be kept in ſuch Place as by the ſaid Parties to theſe Preſents ſhall be agreed upon, and that neither of them the ſaid Copartners ſhall, after any ſuch Bonds, Bills or Specialties made to them as aforeſaid releaſe or diſcharge the ſame, or any of them, without the Conſent of the other of them, And that neither of them the ſaid Parties to theſe Preſents, ſhall at any Time during this their Copartnerſhip become Surety, or charge himſelf by any Ways or Means for any Sum or Sums of Money, Debt, Matter or Thing, to or for any Perſon or Perſons whatſoever, or in any manner of Ways whereby the ſaid Joint Stock, or any other Stock, or the Encreaſe thereof, or any Part thereof remaining in Joint Trade between them, ſhall be diminiſhed contrary to the Tenor and true Meaning of theſe Preſents, without the Conſent of the other of them firſt had and obtained in Writing for the ſame, And that they the ſaid Copartners, ſhall on or before the, *&c.* yearly, and every Year, during the Continuation of this Copartnerſhip, or ſooner, if either of the ſaid Copartners ſhall deſire it, (*viz.*) within one Month next after Notice in that Behalf to be given by one of the ſaid Parties unto the other of them, a general and full, clear and perfect Account and Reckoning of, for touching and concerning all and ſingular Goods, Wares, Merchandizes and Commodities, Stock and Debts both good and deſperate, and all other Matters, Affairs and Things whatſoever, relating unto or concerning the ſaid Joint Trade, and that upon the making up and adjuſting of every

All Bonds to be taken in both their Names, and not to be diſcharged without the Conſent of both.

Nor neither Surety.

A general and true Account to be made up every Year, or ſooner if either Party deſire it.

ry ſuch general and full Account and Reckoning all and ſingular the Particulars of every ſuch general and full Account and Reckoning, as namely the true, juſt and full Quantities and Values of all and ſingular Goods, Wares, Commodities and Merchandizes, and all and ſingular Sum and Sums of Money, Debt and Debts due and owing, or which ſhall be then due or owing to the ſaid Copartners, by reaſon of this Copartnerſhip, or any Matter or Thing thereunto relating, with the ſeveral and particular Names, Additions, and places of Abode or Dwelling of the ſeveral Perſons by or from whom the ſame Sum or Sums of Money, and Debt or Debts ſhall be due and owing, together with whatſoever Debts or Sums of Money ſhall be then owing by the ſaid Copartners in Reference to the ſaid Joint Trade, and together, with a juſt and full Ballance of their Joint Stock of and in the Copartnerſhip which ſhall be then remaining, ſhall then be fairly and plainly entred, written and ſet down in two ſeveral Books for that Purpoſe to be kept, the one whereof ſhall be ſubſcribed by the ſaid *G. S.* and remain with the ſaid *C. C.* and the other ſhall be ſubſcribed by the ſaid *C. C.* and remain, *&c.*

Which ſhall be ſign'd by both Parties, and each to have one.

And it is further alſo covenanted, granted, conditioned, concluded and fully agreed, by and between the ſaid Parties to theſe Preſents, that at the End and Expiration of ſix Months, next after that both, or either of the ſaid Parties ſhall have a Deſire to determine and diſſolve this Copartnerſhip, and of ſuch their, or either of their Deſires, ſhall give Notice either to the other, according to the true Intent and Meaning of theſe Preſents, a true Account ſhall be then made between the ſaid Parties of all Things touching this Copartnerſhip: And then, or within ten Days next after ſuch Account

Covenant, that after ſix Months Notice by either Party, to diſſolve the Copartnerſhip, that then a true Account ſhall be made of all the Goods, Money, *&c.*

The Debts in the firſt place to be paid.

Then an equal Diſtribution of the reſt.

Neither Party to releaſe any Debt aſſign'd to the other.

No Advantage by Survivorſhip.

count made all and every Sum and Sums of Money which ſhall be then in Joint Stock in the ſaid Joint Trade and Copartnerſhip, and all and ſingular the Gains and Encreaſe of the ſame, and all and ſingular other Monies, Goods, Wares, Commodities and Merchandizes, of and belonging and concerning the ſaid Joint Trade and Copartnerſhip, whereof they ſhall not, before that Time, have made Partition and Diviſion between them, and taken out as aforeſaid, together with all and ſingular ſuch Debts as ſhall be owing unto them, by reaſon of their Joint Trade, ſhall be equally parted and divided between them, without Fraud or Covin, the Debts which ſhall be then due or owing by the ſaid Copartners, by reaſon of this Copartnerſhip, being out of the ſame Premiſſes firſt deducted, allowed or ordered to be paid: After which Partition or Diviſion to be made between the ſaid Parties, neither of the ſaid Parties, his Executors, *&c.* ſhall diſcharge any Debtor or Debtors, whoſe Debt or Debts ſhall be upon the ſame Partition aſſigned to the other of them. **Provided** always, and it is expreſly covenanted, granted, conditioned, concluded and fully agreed, by and between the ſaid Parties to theſe Preſents, and their true and plain Meaning is, that neither of them ſhall have or take any Advantage by Right of Survivorſhip, of or in the Joint Stock, Goods, Wares, Merchandizes or Debts of or belonging, or to belong to this Copartnerſhip, or Joint Trade, by reaſon or means of this Copartnerſhip, otherwiſe than by and according to the true Intent and Meaning of theſe Preſents. But if either of them, the ſaid Copartners, ſhall happen to depart this Life before that a general and full Account of and concerning the Premiſſes ſhall, in Purſuance of, and according to the true Intent and Meaning of theſe Preſents, be made up and adjuſted between the ſaid Parties to theſe Preſents, that then, and in ſuch Caſe, the Survivor of them, the ſaid Parties to theſe Preſents, ſhall, from and after the Deceaſe of ſuch deceaſing Copartner, for ever have and enjoy, to his own Purpoſe and Benefit, all the whole Joint Stock, and all other Monies, Goods, Wares and Merchandizes, Debts and Eſtate, which at the Time of the Deceaſe of ſuch deceaſing Copartner, ſhall be ſtanding or lying out, or due or belonging to the ſaid Joint Trade and Copartnerſhip, and all the whole Intereſt, Right, and Advantage of the ſame, without any further or other Account to be made, rendred or given unto the Executors, *&c.* of ſuch deceaſing Copartner, ſo as ſuch ſurviving Copartner do, or ſhall, within fourteen Days next after the Deceaſe of ſuch deceaſing Copartner, give or enter into Bond or Obligation, in the Penalty of, *&c.* unto the Executors, *&c.* of ſuch deceaſing Copartner, for Payment unto the ſame Executors, *&c.* of ſuch deceaſing Copartner, the Sum of, *&c.* being the ſaid deceaſed his full principal Part, or Share, of the Joint Stock aforementioned, by him brought into the ſaid Joint Trade as aforeſaid, deducting and defaulking thereout, ſo much as ſhall appear to have been taken out of the Joint Stock aforeſaid, by ſuch deceaſing Copartner, over and above the aforeſaid Sum of 50 *s. per* Week, which by theſe Preſents is agreed and allowed to be taken out of the ſaid Joint Stock by each of the ſaid Copartners, by three equal Payments and Portions, in three ſix Months Time next after the Deceaſe of ſuch deceaſing Copartner, and in Caſe that either of the ſaid Copartners ſhall happen to depart this mortal Life, after

But if either Party die before a general Account be made, the ſurviving Party ſhall have all Goods, Money, *&c.*

So that the ſurviving Party do within 14 Days give Security to pay in three ſix Months to the Executor, the full Sum he brought to the Stock.

And if either die after the firſt Year, then the ſurviving Party ſhall pay a full Moiety of the laſt caſt up Account as before. And then ſhall have the whole Stock.

after the Expiration of the firſt Year of this Copartnerſhip, that then, and in ſuch Caſe the Survivor of them, the ſaid Parties to theſe Preſents, ſhall, from and after the Deceaſe of ſuch deceaſing Copartner, for ever have and enjoy, to his own proper Uſe and Benefit, all the whole Joint Stock, and all other Monies, Goods, Wares, Merchandizes, Debts and Eſtate, which at the Time of ſuch deceaſing Copartner ſhall be ſtanding or lying out, due or belonging to the ſaid Joint Trade and Copartnerſhip, and all the whole Intereſt, Right and Advantage of the ſame, ſo as ſuch Surviving Copartner do or ſhall, within fourteen Days next after the Deceaſe of ſuch deceaſing Copartner, give, or enter into Bond or Obligation of double the Sum or Value, to be made payable by the Condition thereof for Payment unto the Executors, *&c.* of ſuch deceaſing Copartner in Goods, *&c.* of the Moiety or half Part of whatſoever the Ballance of the laſt general and full Account made between the ſaid Parties to theſe Preſents, before the Deceaſe of ſuch deceaſing Copartner ſhall amount unto, in three equal Payments and Portions, in three ſix Months Time next after the Deceaſe of ſuch deceaſing Copartner, without any further or other Account to be made, rendred or given unto the Executors, *&c.* of ſuch deceaſing Copartner, for or in reſpect of the ſaid Premiſſes, or any Part or Parcel thereof, deducting out of the ſaid Moiety of the Ballance aforeſaid, ſo much as ſhall appear to have been taken out of the ſaid Joint Stock of the ſaid Copartnerſhip, by ſuch deceaſing Copartner, over and above the aforeſaid Sum of, *&c.* from the Time of the making and ad-

adjuſting of the ſaid general and full Account, until the Time of ſuch deceaſing Copartner his Deceaſe, and ſhall alſo enter into Bond or Obligation of ſufficient Penalty unto the Executors, *&c.* of ſuch deceaſing Copartner, for repaying and aſſigning, indempnifying and ſaving harmleſs of the ſaid Executors, *&c.* of all ſuch Debts as ſhall be owing by the ſaid Copartners at the Time of the Deceaſe of ſuch deceaſing Copartner, for or by reaſon of the ſaid Copartnerſhip. **And laſtly,** It is covenanted and agreed, by and between the ſaid Parties to theſe Preſents, That if any Doubt, Queſtion or Controverſy ſhall hereafter ariſe, or happen between the ſaid Parties to theſe Preſents, or either of their Executors, *&c.* for or by reaſon of any Covenant, Grant, Clauſe or Agreement in theſe Preſents contained, or concerning the ſaid Joint, or any other the Premiſſes in any manner of Ways, that then every ſuch Doubt, Queſtion or Controverſy ſhall be reſolved, diſcuſſed and determined by two indifferent Perſons to be named and choſen by the ſaid Parties to theſe Preſents, their Executors, *&c.* (*viz.*) by either of the ſaid Parties to theſe Preſents, his Executors, *&c.* on which either of them the ſaid Parties covenanteth and granteth, for himſelf, his Executors, *&c.* by theſe Preſents to elect, name and chuſe accordingly, always within fourteen Days next after any ſuch Doubt, Queſtion or Controverſy ſhall ariſe, And whatſoever Endeavour or Determination the ſaid two Perſons ſo to be Elected as aforeſaid, ſhall make at any Time or Times between the ſaid Copartners, their Executors, *&c.* of or upon the Premiſſes, or any Part thereof, either of them the ſaid Parties to theſe Preſents, doth ſeverally for himſelf, his Executors,

All Differences to be referred to Arbitrators.

Executors, *&c.* covenant, promiſe and grant, to and with the other of them, his Executors, *&c.* by theſe Preſents, to ſtand to, perform and keep without any further Suit or Trouble, ſo as the ſame End, Order or Determination of the ſame two Perſons, of and upon the Premiſſes, or any Part thereof, be made or ſet down in Writing under their Hands and Seals, ready to be delivered to the ſaid Parties always within one Month next after any ſuch Doubt, Queſtion or Controverſy ſhall be referred to them the ſaid two Perſons to be reſolved, diſcuſſed or determined.

In witneſs, &c.

A Co-

A Copartnerſhip in the Buying and Selling of the Woollen Manufactures of England.

T**his Indenture**, *Quadripartite*, made, *&c.* Between *A. B.* of the firſt Part, *C. D.* of the ſecond Part, *E. F.* of the third Part, and *G. H.* of the fourth Part, **Witneſſeth**, That the ſaid Parties to theſe Preſents, for the mutual Truſt, Credit and Confidence which they have and repoſe in each other, **Have** concluded and agreed, and by, *&c.* to be Copartners and Joint Traders in the Trade of Merchandizing and buying and ſelling of the Woollen Manufacture of *England*, according to the Covenants, Grants, Articles, Conditions and Agreements here under in theſe Preſents contained, for and during the Term of ſeven Years, to be accounted from, *&c.* (if they the ſaid Parties ſhall ſo long live, for the furniſhing of which ſaid Joint Trade with a convenient Stock, it is agreed by and between the ſaid Parties to theſe Preſents, That a Joint Stock of 2000 *l.* of, *&c.* ſhall be advanced and made up by and between the ſaid Parties to theſe Preſents, within the Space of, *&c.* next, *&c.* of which ſaid Joint Stock of, *&c.* the ſaid *A. B.* ſhall advance and bring in for his Part, the Sum of, *&c.* and the ſaid *C. D.* and (*& ſic cæteros*) which ſaid Joint Stock ſhall be veſted and laid out in ſuch Sort of the Woollen Manufacture of *England*, as the ſaid Parties to theſe Preſents ſhall agree upon, which ſaid Goods ſo to be bought for the furniſhing of the ſaid Joint Trade, to be paid equally for by each. It is agreed to be equally and proportionably

Copartnerſhip for ſeven Years.

2000 *l.* Stock.

bly paid for by each of the ſaid Parties by theſe Preſents, as the ſame ſhall be brought in: And which ſaid Joint Stock of 2000 *l.* and the Proceed, Gain and Increaſe thereof, ſhall be employed in the ſaid Joint Trade, to and for the joint and equal Uſe and Uſes, and Benefit of the ſaid Parties to theſe Preſents: And for the better managing and carrying on of the ſaid Joint Trade, it is agreed by and between the ſaid Parties to theſe Preſents, That the ſaid *A. B.* ſhall, during the Continuance of this Copartnerſhip reſide and remain at *D.* And that of all ſuch Goods and Woollen Manufacture of *England*, as for the preſent furniſhing of the ſaid Joint Trade, ſhall be bought with the ſaid Joint Stock of 2000 *l.* as all ſuch other Goods and Woollen Manufactures of *England*, which hereafter ſhall be bought with the ſaid Joint Stock of, *&c.* upon and for the Account of the ſaid Joint Trade, ſhall from Time to Time during the Continuance of the ſaid Copartnerſhip, be conſigned and ſent over unto the ſaid *A. B.* to *D.* aforeſaid, upon and for the joint Account of all the ſaid Parties to theſe Preſents: And it is agreed by the ſaid *C. D. E. F.* and *G. H.* and in Conſideration of the ſaid *A. B* his Reſidence and Continuing at *D.* aforeſaid, to manage and carry on the ſaid Joint Trade, they the ſaid *C. D. E. F.* and *G. H.* do for themſelves ſeverally, and for their ſeveral and reſpective Executors, *&c.* covenant and agree to and with the ſaid *A. B.* his Executors, *&c.* by theſe Preſents, equally and proportionably to bear and pay the Charges of the Diet of the ſaid *A. B.* and of the Rent of the Warehouſe in *D* aforeſaid, which the ſaid *A. B.* ſhall during the ſaid Copartnerſhip, take and keep for the laying the Goods in, and for the managing of the Affairs and Buſineſs of the ſaid Joint Trade: And

A. B. ſhall reſide at *D.* during the Copartnerſhip, and all the Manufacture ſhall be ſent over to him.

In Conſideration of *A. B.* reſides at D. they covenant to pay for his Diet, *&c.*

And it is agreed by and between the ſaid Parties to theſe Preſents, That all ſuch Proceed, Gain and Increaſe, which ſhall ariſe, or be made or gotten in the ſaid Joint Trade, as well by the ſaid Joint Stock of 2000 *l.* as of any further Sum or Sums of Money, which by the mutual Conſent and Agreement of all theſe Parties to theſe Preſents, ſhall be brought unto the Joint Stock, the Copartnerſhip ſhall be to and for the joint and equal Uſe or Uſes, Profit and Benefit of all the ſaid Parties to theſe Preſents; that is to ſay, each of them the ſaid Parties to theſe Preſents, ſhall have and enjoy one equal fourth Part thereof, And that all Charges of Freight and other Carriages and Expences whatſoever, which ſhall ariſe or be expended in, for, or concerning the ſaid Trade or the Affairs thereof, the Diet of the ſaid *A. B.* and the Rent of the Warehouſe aforeſaid only excepted, ſhall be equally and proportionably paid and born faithfully by the ſaid Parties to theſe Preſents, Part and Share alike, and be allowed out of the Joint Stock and Profits of the ſaid Joint Trade, And that all Caſualties by Sea, Loſſes by bad Debtors, and other Loſſes and Damages whatſoever which ſhall ariſe, happen or come to the ſaid Copartners, by reaſon of this their Copartnerſhip in or touching the ſaid Joint Trade and Copartnerſhip, ſhall be ſuſtained and born by and between the ſaid Parties to theſe Preſents, Part and Share alike; And it is agreed by and between the ſaid Parties to theſe Preſents, That neither of them the ſaid Parties to theſe Preſents, ſhall or will during the Continuance of this Copartnerſhip, upon or for his own particular Account and Benefit, trade or deal in any the Woollen Manufactures of *England*, which the ſaid Parties to theſe Preſents ſhall deal in, upon or for the Account of the ſaid

Covenant that all Increaſe of the Joint Stock, each Party ſhall have an equal fourth Part.

All Charges of the Freight, &c. ſhall be equally paid by each Party, except for the Diet of *A. B.*

And all Loſſes.

And that each Party ſhall not during, &c. deal in the ſame Goods upon his own particular Account.

Joint Trade; And that all ſuch Bills and Writings, made during the ſaid Copartnerſhip, ſhall be made and taken in the Name of the ſaid *A. B.* and Copartners: And the ſaid *A. B.* for himſelf, his Executors. *&c.* doth covenant and agree, to and with the ſaid *C. D. E. F.* and *G. H.* and every of them, their and every of their Executors, *&c.* by theſe Preſents, That he the ſaid *A. B.* ſhall and will in the Month of *March*, yearly and every Year during this Copartnerſhip, or oftner, at the Requeſts of the ſaid *C. D. E. F.* and *G. H.* make, render, and give up unto the ſaid *C. D. E. F.* and *G. H.* or to ſuch Perſon or Perſons as they ſhall depute or appoint, a juſt, true, plain and perfect Accompt of, and concerning the ſaid Joint Stock of 2000 *l.* And all ſuch further Sum and Sums of Money which by the mutual Conſent and Agreement of the ſaid Parties to theſe Preſents, ſhall be brought into the ſaid Joint Stock of the ſaid Copartnerſhip, and of, and touching the Occupying and Employment thereof, and of and touching the Gains, Increaſe and Proceed thereof, and of and touching all Expences, Loſſes, Charges and Damages whatſoever, which ſhall ariſe, of or by the ſame, in ſuch Sort and Manner as that the true Eſtate of the ſaid Joint Trade may plainly appear to the ſaid Parties to theſe Preſents, And that the ſaid *A. B.* ſhall and will during the ſaid Copartnerſhip, faithfully, and according to his beſt Skill and Knowledge, employ and endeavour himſelf in the ſaid Joint Trade, to and for the Joint Benefit of the ſaid Parties to theſe Preſents, And in all his Dealings in and concerning the ſaid Joint Trade, be juſt and faithful to the ſaid Parties to theſe Preſents. And it is agreed by and between

A. B. covenants to give a particular Account of the Joint Stock every Year, or oftner if deſired to the Copartners.

And that he will uſe his utmoſt Skill to manage the Stock to the beſt Advantage.

tween the ſaid Parties to theſe Preſents, That upon the Perfecting of every ſuch Accompt as aforeſaid, they the ſaid Parties, or ſome of them, ſhall and will within, &c. next after the perfecting of every ſuch Accompt, write and enter, or cauſe to be written and entred into four ſeveral Books, a true Particular of all the the ready Monies, Goods, Woollen Manufactures and Debts that ſhall then belong to the ſaid Copartnerſhip, and of the Sum and Value thereof, together with all the Debts that ſhall be then jointly owing by them by Means of their ſaid Joint Trade to other Perſons, and in the Foot of every ſuch Accompt ſhall be interchangeably to each of the ſaid four Books ſubſcribed all their Names, and then each one of them the ſaid Parties to theſe Preſents, ſhall and may keep one of the ſaid Books. And the ſaid *A. B.* for himſelf, his, &c. doth covenant, promiſe and grant, to and with the ſaid *C. D. E. F.* and *G. H.* their, &c. by theſe Preſents, That he the ſaid *A. B.* ſhall and will at the End of the ſaid Term of ſeven Years, if the ſaid Copartners ſhall ſo long continue, or other ſooner Determination of the ſaid Copartnerſhip, either by the Death of any of the ſaid Parties to theſe Preſents, by the mutual Conſent and Agreement of the ſaid Parties to theſe Preſents, which ſhall firſt happen, render, make and give up unto the ſaid *C. D.* &c. their, &c. a true, juſt, plain and perfect Accompt in Writing, of and touching all ready Monies, Goods, Merchandizes and Woollen Manufactures of and belonging to the ſaid Copartnerſhip, which ſhall be then remaining in the Hands of the ſaid *A. B* and of and touching all ſuch Debts as ſhall be then jointly due and owing to the ſaid Parties to

That the Accompt ſhall be written in fair Books, and interchangeably ſign'd by all, that each Copartner may keep one.

Alſo *A. B.* ſhall at the End of ſeven Years, or other ſooner Determination, render a fair and juſt Accompt of all the Goods, &c.

theſe Preſents upon the Accompt, or of or by reaſon of the ſaid Joint Trade of Copartnerſhip, and alſo well and truly anſwer, ſatisfy, pay and deliver unto the ſaid *C. D. &c.* their Executors, *&c.* reſpectively, their reſpective Parts and Shares of all ſuch ready Monies, Goods, Merchandizes and Woollen Manufactures, of and belonging to the ſaid Joint Trade, which upon the ſaid Account ſo to be given up as aforeſaid, ſhall appear to be in the Hands of the ſaid *A. B.* and alſo aſſign and ſet over unto each of them the ſaid *C. D. &c.* reſpectively, or to their reſpective, *&c.* to his and their reſpective Uſe and Uſes, a ſeveral full fourth Part of all ſuch Debts as ſhall be then jointly due and owing to the ſaid Parties to theſe Preſents, upon the Account of, or by reaſon of the ſaid Joint Trade and Copartnerſhip, Deduction, Satisfaction and Allowance being firſt made out of the Premiſſes aforeſaid, of all ſuch Debts as ſhall be then due and owing by reaſon of the ſaid Copartnerſhip.

And aſſign over to each Party one full fourth Part, firſt deducting.

And it is agreed by and between the ſaid Parties to theſe Preſents, at the End and Determination of the ſaid Copartnerſhip as aforeſaid, the ſaid Parties to theſe Preſents, their Executors, *&c.* ſhall mutually accompt together of, for, touching and concerning all ready Monies, Goods, Merchandizes and Woollen Manufactures, of and belonging to the ſaid Copartnerſhip, that ſhall be due, owing and payable; and belonging to the ſaid Copartners by reaſon of the ſaid Copartnerſhip, and that upon ſuch Accompt an equal Diviſion and Aſſignment ſhall be made between the ſaid Parties, their Executors, *&c.* the ſame ready Monies, Goods, Merchandizes, Woollen Manufactures and Debts, deducting, allowing and ſatisfying thereout, firſt all ſuch Debts as ſhall be then due and owing by the ſaid Parties by reaſon of their Copartnerſhip. And they the ſaid *C. D. E. F.* and *G. H.* for themſelves and every of them reſpectively, and for their reſpective Executors, *&c.* do covenant and agree with the ſaid *A. B. &c.* that they the ſaid *C. D. E. F. G. H.* and every of them, ſhall and will from Time to Time during the Continuance of this Copartnerſhip, faithfully, and to the beſt of their Skill and Judgment, ſell and diſpoſe of all the ſaid Goods and Monies which the ſaid *A. B.* during the ſaid Copartnerſhip, ſhall remit, conſign or ſend over to the ſaid *C. D. &c.* upon the Accompt of the ſaid Joint Trade and Copartnerſhip, in and for the Proviſion, buying and making Returns to the ſaid *A. B.* of ſuch ſort of Woollen Manufactures of *England*, which they the ſaid *C. D.* or any of them ſhall be adviſed by the ſaid *A. B.* to be moſt needful and advantagious to be returned and ſent over to the ſaid *A. B.* for the furniſhing and carrying on of the ſaid Joint Trade.

C. D. &c. covenants with *A. B.* to ſell to the beſt Advantage all Goods he ſhall conſign to them, and to return ſuch Goods, as *A. B.* ſhall think neceſſary.

Provided always, and it is nevertheleſs agreed by and between the ſaid Parties to theſe Preſents, That if any of the ſaid Parties ſhall be minded to diſcontinue the ſaid Copartnerſhip, and of ſuch his Mind ſhall give to any two of the ſaid Parties to theſe Preſents Notice and Warning, that then and at the Expiration of twelve Months next after ſuch Notice and Warning ſhall be given by ſuch one of the ſaid Parties to theſe Preſents, to any two of the ſaid Parties, it ſhall and may be lawful for the Parties ſo diſliking to continue the ſaid Copartnerſhip, to take and withdraw his Part and Share of the ſaid Joint Stock, and of the Proceed thereof, or elſe ſuch Party ſo diſliking to continue

Each Party giving twelve Months Notice, may diſcontinue.

continue the ſaid Copartnerſhip, ſhall be anſwered and ſatisfied his Part and Share, of and in the ſaid Joint Stock, and the Proceed thereof, by ſuch Party or Parties to theſe Preſents, in whoſe Hands the ſame ſhall be, or into whoſe Hands the ſame ſhall come, but in Part and Share of, and in the ſaid Joint Stock, and the Proceed thereof. **Nevertheleſs** it is intended and agreed, That ſuch Party ſo diſliking to continue the ſaid Copartnerſhip, ſhall accept and take equal Part and Share of ſuch Goods, of and belonging to the ſaid Copartnerſhip as ſhall remain unſold, at the Rate of the firſt Coſts thereof thereunto computed and added. **And** ſhall forbear and ſtay for his Part and Share of the Debts which ſhall be then due and owing to the ſaid Parties to theſe Preſents, upon the Accompt and Reaſon of the ſaid Copartnerſhip, until the ſame ſhall be recovered and gotten in. **And provided** further always, and it is expreſly covenanted and agreed by and between the ſaid Parties to theſe Preſents, for themſelves, their Executors, *&c.* by theſe Preſents, that no Benefit or Advantage ſhall be had, ſought or taken by any of them the ſaid Parties to theſe Preſents, by Right of Survivorſhip of or in the Joint Stock, or any the Goods, Merchandizes or Debts of or belonging to the ſaid Copartnerſhip. But in Caſe that any of them the ſaid Parties to theſe Preſents, ſhall happen to depart this Life during the ſaid Copartnerſhip, the Executors, *&c.* of ſuch the ſaid Parties to theſe Preſents, who ſhall happen to depart this Life, ſhall enjoy all ſuch Monies, Goods, Merchandizes and Debts as in Right and Conſcience ſhall be due to the Party ſo deceaſing. **And** within three Months next after the Death of ſuch one of the ſaid Parties to theſe Pre-

But ſhall take his proportionable Part of the Goods unſold.

And what Debts are owing ſhall ſtay till they are paid.

No Advantage by Survivorſhip.

But ſhall go to the Executor of the deceaſed Party.

The General Accompt to be made up in three Months after.

Preſents, a plain and perfect Accompt ſhall be made and given by the ſurviving Parties, to the Executors, *&c.* of ſuch deceaſing Party, of and touching all ſuch Monies, Goods and Debts as at the Time of the Deceaſe of ſuch deceaſing Copartner ſhall be and are belonging to the ſaid Joint Trade and Copartnerſhip. And within one Month next after the ſaid Accompt ſhall be ſo made up, full and true Payment, Diviſion and Aſſignment ſhall be made by the ſaid ſurviving Copartners, or ſome of them, unto the Executors, *&c.* of the Party ſo deceaſing, of one fourth Part of all ſuch ready Money and Goods as ſhall be then remaining in the Hands of the ſaid ſurviving Copartners, or any of them, together with an Aſſignment of one fourth Part of the Debts which ſhall be then lying out, due and owing to the ſaid Parties to theſe Preſents, upon the Accompt of and by reaſon of the ſaid Joint Trade and Copartnerſhip. Deducting thereout only one fourth Part of the Debts then due and owing by the ſaid Copartner, by reaſon of the ſaid Copartnerſhip, any Law, Uſage, *&c.* to the contrary, *&c.* And if any Difference ariſe, to refer it to Arbitrators.

And Aſſignment of his Part within one Month after that.

In Witneſs, &c.

A Deed of Partition between two Copartners after the Copartnerſhip is ended.

Recital of the Copartnerſhip.

And that they have made an equal Diviſion of the Wares and ready Money, and each Party hath received a full Moiety.

All the Debts are divided and allotted into two Schedules, the firſt to *E. L.* the ſecond to *E. B.*

This Indenture made the, *&c.* Between *E. L.* of the one Part, and *E. B.* of the other Part, [*Recite the Copartnerſhip.*] **And whereas** ſince the Expiration of the ſaid Term of Copartnerſhip, the ſaid *E. L.* and *E. B.* to the End the particular Claim, Share and Intereſt of each of them, of, in, and to the partible Stock might be aſcertained and known, have for that Purpoſe made Calculation and Computation of all the Debts owing upon the ſaid partible Act, and for the Wares and ready Money in Caſh belonging to their partible Stock, and of the Debts owing to them by ſeveral Perſons, by reaſon of their ſaid Copartnerſhip, and have already made Diviſion of the ſaid Wares and ready Money in Caſh, and agreed upon each others Share and Part thereof, and paid and delivered each to the other ſuch his Share and Part thereof, and have comprehended all the Debt owing upon the ſaid partible Account under the two Schedules hereunto annexed, the firſt whereof containeth all ſuch of the Debts as are allotted and appointed, intended and agreed upon by the ſaid *E. L.* and the ſaid *F B.* to be for the Part of the ſaid *E. L.* and to be received and enjoyed by him to his own Uſe, and amounteth to the Sum of 1000 *l.* The ſecond Schedule containeth ſuch of the Debts as is allotted and appointed, intended and agreed upon by the ſaid Parties, to be for the Part and Share of the ſaid *E. B.* and to be received and enjoyed by him to his own Uſe, and amounteth to the Sum of 100 *l.* **Now this Indenture witneſſeth,** that the ſaid *E. B.* to the Intent that the ſaid *E. L.* his Executors, *&c.* may the better recover and receive the Debts in the firſt Schedule mentioned, according to the true Intent and Meaning of theſe Preſents, and in order to the Accompliſhment, on his Part, of the Ends, Intents and Purpoſes aforeſaid, and for divers good Cauſes and Conſiderations him the ſaid *E. B.* hereunto moving, hath granted, aſſigned and ſet over, and by theſe Preſent doth grant and aſſign, and ſet over unto the ſaid *E. L.* all and ſingular the Debts and Sums of Money in the ſaid firſt Schedule mentioned or intended. **And** all the Intereſt, Right, Property, Part and Share, Claim and Demand whatſoever, either in Law or Equity, of him the ſaid *A. B.* in and to the ſame, **To have,** take and enjoy the ſame unto the ſaid *E. L.* his, *&c.* to his and their own proper Uſe and Behoof whatſoever. And for the more ſpeedy and better Recovery of all the ſaid Debts in the firſt Schedule mentioned or intended, the ſaid *E. B.* doth by theſe Preſents authorize, nominate and appoint, and in his Place and Stead put the ſaid *E. L.* his true and lawful Attorney for him and in his Name to aſk, demand and receive, but to the only Uſe and Behoof of the ſaid *E. L.* of and from the ſeveral Perſons mentioned and expreſſed in the ſaid firſt Schedule hereunto annexed, and of and from any other Perſon or Perſons whatſoever, any ways liable, either in Law or Equity, to the Payment of any of the ſame Debts, all and ſingular the ſaid Debts and Sums of Money in the ſaid firſt Schedule mentioned or included, and in Default of Payment thereof, or of any Part or Parcel thereof, to do, execute and uſe, or cauſe

E. B. grants and aſſigns all his Intereſt in the Schedule of Debts to *E. L.*

And makes *E. L.* his Attorney.

to

Covenants that *E. B.* will not Releaſe, *&c.*

to be done, *&c.* any lawful Ways and Means for the Recovery of the ſame, or any of them, as in that Caſe ſhall be reaſonably deviſed. And the ſaid *E. B.* for, *&c.* doth, *&c.* in Manner, *&c.* that the ſaid *E. B.* his, *&c.* will not at any Time hereafter receive, releaſe or diſcharge any of the Debt or Debts, Sum or Sums of Money in the ſaid firſt Schedule mentioned, expreſſed, or retained, fruſtrate or releaſe any Proceeding, either in Law or Equity, which ſhall or may be had or proſecuted againſt any Perſon or Perſons whatſoever for the Recovery of the ſame Debts, nor will do or execute, or cauſe to be done, any Act or Acts whatſoever for the releaſing and diſcharging of the ſame Debts, or any of them, without the Conſent or good Liking of the ſaid *E. L.* his, *&c.* firſt had and obtained in Writing under his, their, or ſome of their Hands. And that the ſaid *E. B.* his Executors, *&c.* ſhall and will juſtifie, maintain and allow, all and every ſuch lawful and reaſonable Act and Acts, Thing and Things, which the ſaid *E. L.* ſhall do or execute, or cauſe, *&c.* touching or concerning the Premiſſes, as fully and effectually, to all Intents and Purpoſes as if the ſaid *E. B.* had been perſonally preſent, and done, and executed the ſame. And that it ſhall and may be lawful to and for the ſaid *E. L.* his, *&c.* to have, receive, perceive, and take and enjoy all and every the Debts, Sum and Sums of Money, in the firſt Schedule mentioned and expreſſed, for the ſeveral and reſpective Perſons named, thereof, and from any other Perſon or Perſons in any ſort, either in Law or Equity, liable to the Payment of the ſame, or any of them, unto the only Uſe and Behoof of the ſaid *E. L* his, *&c*, without any the Let, Suit, Trouble, Moleſtation, Diſturbance, Claim or Demand whatſoever of him the ſaid *E. B.* his, *&c.* or any of them, or of any other Perſon or Perſons claiming by, from, or under him, them, or any of them, and without any Account thereof, or therefore to be rendred. **And** that they the ſaid *E. B.* his, *&c.* ſhall not do any Act or Thing whereby to interrupt, hinder, diſturb or prejudice the ſaid *E. L.* his, *&c.* or any of them, from recovering, receiving, keeping, detaining, getting, having or enjoying, of the ſaid Debts or Sums of Money in the ſaid firſt Schedule mentioned or expreſſed, or any of them, or any Part or Parcel of them, or any of them, for the Uſe of the ſaid *E. L.* his, *&c.* **And** alſo, that the ſaid *E. B.* his, *&c.* ſhall and will from Time to Time, and at all Times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *E. L.* his, *&c.* do, execute and ſuffer all and every ſuch further and other lawful and reaſonable Act and Acts for the better Aſſigning of the ſaid Debts and Sums of Money in the ſaid firſt Schedule mentioned or expreſſed, or any of them, or any Part or Parcel of them, or any of them. **And** for the better authorizing of the ſaid *E. L.* his, *&c.* to have and receive the ſame and every of them, and every Part of them, with Damages and Coſts, to the Uſe and Benefit of the ſaid *E. L.* his, *&c.* as in that Caſe ſhall be reaſonably deviſed or required. **And** the ſaid *E. B.* for the Conſiderations aforeſaid, doth by theſe Preſents clearly and abſolutely releaſe, acquit, diſcharge, and for ever quit Claim the ſaid *E. L.* his, *&c.* of and from all and all manner of Action or Actions, Cauſe or Cauſes of Action or Actions, Suit or Suits either in Law or Equity, Promiſes and Agreements, Claims and Demands whatſoever, other than for or in reſpect of the Covenants and Agreements in theſe Preſents con-

And that he will do any further Act.

contained and expreſſed with the ſaid *E. B.* hath, may, or might at any Time hereafter have or commence againſt the ſaid *E. L.* his, *&c.* or any of them, for or by reaſon of the aforeſaid Joint Trade and Copartnerſhip, which lately was between the ſaid *E. L.* and the ſaid *E. B.* or any of their Dwellings, together for any Matter or Cauſe whatſoever hapned or occaſioned by reaſon thereof, ſo that thereof, and of and from the ſaid *E. B.* his, *&c.* or any of them, for or by reaſon of the aforeſaid Joint Trade and Copartnerſhip, and other the Premiſſes, other than as aforeſaid, for or in reſpect of the Covenants and Agreements in theſe Preſents contained or expreſſed, the ſaid *E. B.* his, *&c.* and every of them, ſhall from henceforth be utterly barred, and for ever excluded by theſe Preſents. **And** the ſaid *E. L.* for himſelf, his, *&c.* doth covenant, promiſe and grant, to and with the ſaid *E. B.* his, *&c.* that the ſaid *E. L.* his, *&c.* ſhall and will from Time to Time, and at all Times hereafter, freely and abſolutely acquit and diſcharge, or otherwiſe well and ſufficiently ſave, keep harmleſs and indempnified the ſaid *E. B.* his, *&c.* and his and their Eſtate of, and from any Non-ſuit, Judgment, Coſts and Charges as ſhall be had, obtained or awarded againſt the ſaid *E. B.* jointly with the ſaid *E. L.* or againſt the ſaid *E. B.* alone, by reaſon of any Accord or Suit which ſhall be commenced or proſecuted for or touching the ſaid Debts or Sums of Money in the ſaid firſt Schedule expreſſed, or any of them, or any Part or Parcel of them, or any of them. **And this Indenture** further Witneſſeth (the ſame Covenants from the ſame *E. L.*) **And** the ſaid *E. S.* for, *&c.* doth further covenant, promiſe and grant, to and with the ſaid *E. B.* his, *&c.* by theſe Preſents,

E. L. covenants to indempnifie *E. B.*

ſents; that if any Debt or Debts now are, or ſhall afterwards appear to be due, owing or payable by the ſaid *E. L.* or *E. B.* or either of them, upon the Accompt of their ſaid late Copartnerſhip or Joint Trading, that he the ſaid *E. L.* his Executors, *&c.* ſhall bear, pay and diſcharge one Moiety of the ſame, and of all Charges which they, the ſaid *E. L.* and *E. B.* or either of them ſhall happen to be put unto in defending any Action or Suit, either in Law or Equity, brought or to be brought by any Perſon or Perſons for the Recovery thereof, and keep harmleſs and indemnified the ſaid *E. B.* his, *&c.* of and from the ſame. And likewiſe the ſaid *E. B.* for himſelf, his, *&c.* doth covenant, promiſe and grant, to and with the ſaid *E. B.* his, *&c.* by theſe Preſents, that he the ſaid *E. B.* his, *&c.* ſhall leave and diſcharge the other Moiety of all, every or any ſuch Debt or Debts, and of all ſuch Charges as aforeſaid, and keep harmleſs the ſaid *E. L.* his, *&c.* of and from the ſame. And the ſaid *E. L.* for, *&c.* doth further covenant, promiſe and grant, to and with the ſaid *E. B.* his, *&c.* by theſe Preſents, that he the ſaid *E. L.* ſhall and will permit and licenſe ſuch Servants, Apprentices or Agents as now are or were with him during the ſaid late Copartnerſhip, or Joint Trade, from Time to Time, and as often as need ſhall require, to give ſuch Teſtimony and Evidence for the Recovery, proving and making good of any of the Debts expreſſed or ſet down in the Schedule hereunto annexed, or any of them, as they reſpectively know or can teſtify touching the ſame. And the ſaid *E. B.* for, *&c.* doth further covenant, *&c.* to and with the ſaid *E. L.* his, *&c.* by theſe Preſents, that he the ſaid *E. B.* ſhall alſo permit and licenſe ſuch Servants and Apprentices, or

Covenant from each Party that what Debts they owe ſhall be equally born.

E. L. covenants, that upon requeſt any of his Servants ſhall teſtifie concerning any Debt.

The like Covenant from *E. B.*

Agents, as now are or were with him during the ſaid late Copartnerſhip or Joint Trade, from Time to Time, and as often as need ſhall require, to give ſuch Teſtimony or Evidence for the Recovery, Proving and making good of any the Debts expreſſed or ſet down in the Schedules hereunto annexed, or any of them as they reſpectively know, or can teſtifie touching the ſame.

In witneſs, &c.

Aſſignment of an Executorſhip, with good and proper Covenants, well drawn,

This Indenture made the 18th Day of *March, Anno Dom.* 1691. between the Right Honourable *John* Earl of C. Son and Heir of the Right Honourable G. late Earl of C. deceaſed, and Reſiduary Legatee of his laſt Will and Teſtament, of the one Part, and *John W.* of C. Eſq; ſole Executor of the ſaid laſt Will and Teſtament, of the other Part: **Whereas** by Indentures of Leaſe and Releaſe, bearing Date the firſt and ſecond Days of *May*, in the 22d Year of the Reign of his late Majeſty King *Charles* the ſecond, *Annoq; Dom.* 1670. made, or mentioned to be made, between the ſaid late Earl of the one Part, and Sir *W. L.* then of *Borden* in the County of *Southampton*, Bart. and *W. S.* then of *L.* Eſq; of the other Part. The ſaid late Earl did, for the Conſiderations therein mentioned, grant and convey all Meſſuages, Houſes, Lands, Tenements and Hereditaments then of him the ſaid late Earl, ſituate, lying and being within the Pariſh, Fields, Precincts, or Territories of C. in the ſaid County of *Nottingham*, with their and every of their Appurtenances, and all that the Moiety of the Manor or Lordſhip of C. with all Lands, Tenements, Hereditaments, Juriſdictions, Privileges, Rights and Appurtenances thereunto belonging, unto the ſaid Sir *W. L.* and *W. S.* and their Heirs, among other Uſes, to the Uſe and Intent that the Right Honourable the Lady *K.* Siſter of the ſaid late Earl, and her Aſſigns, ſhould have and receive Yearly, during her Life, out of the ſaid Lands and

Premiſſes. And alſo of and from all Actions, Suits, Coſts, Loſſes, Expences and Trouble which can, ſhall or may at any Time hereafter ariſe or happen by means of the ſaid *J. W.* being Executor of the ſaid laſt Will, or by Means or Occaſion of his the ſaid *J. W.*'s Aſſignment hereby made. **Now this Indenture witneſſeth,** That in Performance of the ſaid recited mutual Agreement, he the ſaid *J. W.* hath bargained and ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth bargain and ſell, aſſign and transfer, and ſet over unto the ſaid *J.* Earl of *C.* his Executors, Adminiſtrators and Aſſigns, all Goods, Leaſes and Chattels both Real and Perſonal, and all Debts and Securities for Debts and other Things which the ſaid *J. W.* hath, or is intituled unto as Executor of the ſaid laſt Will and Teſtament unadminiſtred by him, and all Benefit thereof, or thereby to be had, the Receipt of all which Securities, Leaſes, Goods and Chattels the ſaid *J.* Earl of *C.* doth hereby acknowledge. And the ſaid *J. W.* doth hereby give unto the ſaid *J.* Earl of *C.* during his Life, and after his Deceaſe, unto his Executors and Adminiſtrators, full and lawful Power and Authority in the Name of the ſaid *J. W.* and his Executors, at the Coſts and Charges of the ſaid *J.* Earl of *C.* his Executors and Adminiſtrators, but to and for their own Uſe and Benefit to demand, receive, ſue for, recover and levy all Debts, Sums of Money and Duties which do or ſhall belong unto the ſaid *J. W.* as Executor of the ſaid laſt Will and Teſtament. **And** the ſaid *J. W.* for him, his Heirs, Executors and Adminiſtrators, doth covenant with the ſaid *J.* Earl of *C.* That he the ſaid *J. W.* and his Executors, ſhall and will from Time to Time, and at all Times hereafter, as Occaſion ſhall be, at the reaſon-

Aſſigns all the perſonal Eſtate of the Teſtator in his Hands, as Executor and Heir at Law.

A Power to ſue in the Executor's Name.

A Covenant for further Aſſurance of the Premiſſes aſſigned, and for the further enabling to ſue in the Executor's Name.

reaſonable Requeſt, and Coſts and Charges of the ſaid *J.* Earl of *C.* his Executors or Adminiſtrators, do any further and other reaſonable Act and Acts, for the further or better aſſigning to him or them the ſaid Goods, Leaſes, Chattels, and other the Premiſſes mentioned to be hereby aſſigned, and alſo for the further or better empowering or enabling the ſaid *J.* Earl of *C.* his Executors or Adminiſtrators, in the Name of the ſaid *J. W.* or his Executors, to demand, receive, ſue for, recover and levy ſuch Debts, Sums of Money, Duties, and other the ſame Premiſſes as by the ſaid *J.* Earl of *C.* his Executors or Adminiſtrators, or any of them, or his, their, or any of their Counſel, ſhall be reaſonably deviſed, ſo as for the doing thereof not any Perſon be required to go from the Place of his or her then Abode or Dwelling. **And** the ſaid *J.* Earl of *C.* doth hereby acknowledge and declare, That all that the ſaid *J. W.* hath done or acted in relation to the Execution and Performance of the ſaid laſt Will and Teſtament of the ſaid *G.* late Earl of *C.* and mentioned in the ſaid Schedule hereto annexed, hath been with the Privity, Conſent, Direction and Approbation of the ſaid *J.* Earl of *C.* **Therefore** alſo witneſs theſe Preſents, That in Conſideration thereof, and of the Aſſignment hereby before made unto him the ſaid *J.* Earl of *C.* as aforeſaid, and of the ſaid *J. W.* delivering up to the ſaid *J.* Earl of *C.* all the Releaſes, Acquittances, Receipts and Diſcharges which he the ſaid *J. W.* hath taken for the Funeral Expences, Debts and Legacies which he hath paid as Executor as aforeſaid, and alſo of his Delivery of the Probate of the ſaid Will, under the Seal of the Prerogative Court of *Canterbury*, to the ſaid *J.* Earl of *C.* And in Purſuance and Part of Performance of the

A Declaration that all Matters done by the Executor in Relation to the Executorſhip were done with the Privity of the Heir at Law.

the ſaid Agreement, on the Part of the ſaid *J.* Earl of C. and other Conſiderations him thereunto moving, he the ſaid *J.* Earl of C. for himſelf, his Heirs, Executors and Adminiſtrators, **Hath** granted, covenanted and agreed, and by theſe Preſents doth grant, covenant and agree, to and with the ſaid *J. W.* his Executors and Adminiſtrators, That he the ſaid *J.* Earl of C. his Executors and Adminiſtrators, or ſome of them, ſhall and will, by and out of the Premiſſes hereby aſſigned, make, do, ſatisfy, pay and perform all Payments and Things whatſoever, which by the ſaid laſt Will and Teſtament ought before the Date hereof, to have been made, done, paid, ſatisfied or performed, and were not, and alſo which after the Date hereof ought to be made, done, paid, ſatisfied or performed, ſo fully as the Premiſſes hereby aſſigned, will extend, And alſo ſhall and will from Time to Time, and at all Times hereafter ſave and keep harmleſs and indempnified the ſaid *J. W.* his Heirs, Executors and Adminiſtrators, and every of them, and his and their Lands and Tenements, Goods and Chattels, of, from and againſt all Damage, Coſts or Expence which ſhall happen to come to him, them, or any of them, or which he, they, or any of them ſhall expend, or be put to, for, or by reaſon of any Default or Failure of, or in the Performance of the ſaid Laſt Will and Teſtament, or of any Thing therein contained or relating thereunto, either before or after the Date of theſe Preſents, or of any Default or Failure of, or in doing, or omitting to do any Thing which the Executor thereof ought to have done, or not to have omitted, or which he hereafter ought to do and not to omit, and alſo for or by reaſon of the ſaid *J. W.* making or exempting of theſe Preſents, except ſuch Damage

A Covenant that the Heir at Law will perform all Things that the Executor ought to have done in Right of his Executorſhip, and indempnify him againſt all Damage that may happen to him on Account of his aſſigning the Executorſhip.

mage as ſhall or may happen to him or them by reaſon of the Breach of the expreſs Covenants on the Part of the ſaid *J. W.* herein contained to be performed. **And** the ſaid *J. W* for himſelf, his Heirs, Executors and Adminiſtrators doth hereby covenant and agree to and with the ſaid *J.* Earl of C. his Executors and Adminiſtrators, that he the ſaid *J. W.* hath not at any Time heretofore releaſed or diſcharged, And further, that he the ſaid *J. W.* or his Executors, ſhall not, nor will at any Time hereafter Releaſe or Diſcharge without the Conſent of the ſaid *J.* Earl of C. all or any of the Premiſſes. **And** the ſaid *J.* Earl of C. for himſelf, his Executors and Adminiſtrators, doth covenant and agree, to and with the ſaid *J. W.* his Executors and Adminiſtrators, That he the ſaid *J.* Earl of C. his Executors or Adminiſtrators, ſhall and will procure and obtain ſufficient Diſcharges for all ſuch Debts and Legacies as he or they ſhall hereafter ſatisfy or pay in Performance of the ſaid Laſt Will, and ſhall and will procure Duplicates of the ſaid Diſcharges, duly executed by the Parties giving the ſame, and then ſhall and will deliver and give the ſaid Duplicates ſo executed, to the ſaid *T. W.* his Executors or Adminiſtrators.

A Covenant that the Executor hath not nor will releaſe any of the Premiſſes aſſigned.

A Covenant that the Heir at Law will procure Duplicates of all Diſcharges for Debts that he ſhall pay, and give them to the Executor.

And this Indenture further Witneſſeth, That in Conſideration of the Premiſſes, and for the ſecuring the Performance of all and every the Covenants and Agreements herein before contained or mentioned on the Part of the ſaid *J.* Earl of C. his Heirs, Executors or Adminiſtrators, to be performed, and for and in Conſideration of the Sum of five Shillings of lawful Money of *England*, to the ſaid *J.* Earl of C. in Hand paid by the ſaid *J. W.* at or before the Enſealing and Delivery of theſe Preſents, the

The Heir at Law mortgages divers Lands to the Executor for 500 Years, to indempnify him againſt his transferring the Executorſhip.

Receipt whereof is hereby acknowledged, He the ſaid *J.* Earl of *C.* hath granted, bargained and ſold, and by theſe Preſents doth grant, bargain and ſell unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, All that the Manor of, *&c.* with the Appurtenances in the County of *D.* And all and every the Meſſuages, Farms, Cottages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *J.* Earl of *C.* ſituate, *&c.* or any of them, in the ſaid County of *D.* (Except only and out of theſe Preſents, reſerved unto the ſaid *J.* Earl of *C.* his Heirs and Aſſigns, All and every the Woods, Springs, *&c.* and all and every the Mines of Coals, and other Mines, open or not open, Coal-Delphs and Coal-Pits, in, *&c.* aforeſaid, or in any of them in the ſaid County of *D.* with free liberty of Ingreſs, Egreſs, and Regreſs, to take and carry away all and every the Coals and other Things to be found in all or any the ſame Mines and Pits, and at his and their own free Will and Pleaſure, and to and for his and their own Uſe and Benefit) And the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes mentioned, or intended to be hereby leaſed, and every of them, and every Part and Parcel thereof, **To have and to hold** the ſame Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during, and unto the full End and Term of five hundred Years, fully to be compleat and ended without Impeachment, of, or for any manner of Waſte, under and ſubject to ſuch Proviſoes and Agreements as are herein mentioned, expreſſed and declared, of and concerning the ſame, (that is to ſay) **Provided** always, and it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, That if the ſaid *J.* Earl of *C.* his Heirs, Executors or Adminiſtrators, ſhall, and ſo well and truly perform and fulfil all and every the Covenants and Agreements herein contained, which on his and their Part are and ought to be done and performed, according to the true Intent and Meaning of theſe Preſents, and of the ſaid recited mutual Agreement, Then the ſaid Term of five hundred Years, of, and in the ſaid Hereditaments and Premiſſes mentioned, or intended to be hereby leaſed, ſhall at the End of ſeven Years next enſuing the Deceaſe of the ſaid Lady *K.* ceaſe, determine and be utterly void to all Intents and Purpoſes, any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. **Provided** alſo, and it is hereby agreed, That in the mean Time, and until the ſaid Earl of C. his Heirs, Executors or Adminiſtrators, ſhall make ſome Default in the Performance of the Covenants and Agreements herein contained or recited, which on his and their Part ought to be done and performed, by Means or Occaſion whereof, the ſaid *J. W.* his Heirs, Executors or Adminiſtrators, or ſome of them, ſhall ſuſtain ſome Damage, or be put unto ſome Trouble, Suit, Charge or Expence, It ſhall and may be lawful to and for the ſaid *J.* Earl of C. his Heirs and Aſſigns, peaceably and quietly to have, hold and enjoy the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, mentioned, or intended to be hereby leaſed, and to receive and take the Rents, Iſſues and Profits thereof, and of every

A Covenant for quiet enjoyment of the mortgaged Premiſſes, until the Executor ſhall be damnified.

Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble or Interruption, of, or by the ſaid *J. W.* his Executors, Adminiſtrators or Aſſigns, or any of them, or of, or by any other Perſon or Perſons lawfully claiming, or to claim, from, by or under them, or any of them. A Covenant from the Earl of *C.* that he is ſeiſed in Fee of the Premiſſes hereby leaſed, and that he hath Power to leaſe the ſame. **And further**, That the ſame Manor, Hereditaments and Premiſſes mentioned to be hereby leaſed, and every of them, and every Part and Parcel thereof, ſhall or lawfully may from Time to Time, and at all Times from and after Default ſhall be made by the ſaid *J.* Earl of *C.* his Heirs, Executors and Adminiſtrators, of and in Performance of the Covenants and Agreements herein contained and recited on the Part of the ſaid *J.* Earl of *C.* his Heirs, Executors or Adminiſtrators, to be done and performed, remain, continue and be unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired, of the ſaid Term of 500 Years, without Impeachment of Waſte, without the lawful Lett, Suit, Trouble or Interruption, of, or by the ſaid *J.* Earl of *C.* his Heirs, of or by any Perſon or Perſons whomſoever, freed and diſcharged, of and from all Charges and Incumbrances whatſoever. A Covenant that from and after Default ſhall be made, of, or in Performance of the Covenants and Agreements herein contained or recited, on the Part of the ſaid *J.* Earl of *C.* his Heirs, Executors and Adminiſtrators, to be done and performed, he the ſaid *J.* Earl of *C.* will make further aſſurance of the Premiſſes hereby leaſed, unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns,

A Covenant that the mortgaged Premiſſes, &c.

Aſſigns for and during all the Reſt and Reſidue, which ſhall be then to come and unexpired of the ſaid Term of 500 Years, without Impeachment of Waſte.

A Collateral Security. *Vid.* Demiſe and Releaſe.

A Man Aſſigns a contingent Term of his own Land in Mortgage to another, to ſecure a Sum of Money, and he and his Wife, by Fine, limit another Term of his Wife's to the ſame Mortgagee, for the ſame Money, and ſold 200 l. *worth of Land out of the Security to* J. S. *to whom the Mortgagor and Mortgagee both join'd in Conveyance, then the Mortgagor Releaſes his Equity of Redemption in the Reſidue of the Land unſold, and makes a new Demiſe as a Collateral Security for* 500 *Years, of other Lands for the Remainder, and creates a new Proviſo of Redemption for both, with common Covenants in a Mortgage.*

A Recital of an Aſſignment of a Term of Years.

This Indenture made, *&c.* between *J. L.* of, *&c.* Eſq; of the one Part, and *J. B.* of *L.* of the other Part. Whereas by Indentures bearing Date the, *&c.* made or mentioned to be made between the ſaid *J. L.* of the one Part, and the ſaid *J. B.* of the other Part, the ſaid *J. L.* after a Recital in the ſaid Indenture contained, for the Conſideration of the Sum of, *&c.* to him paid by the ſaid *J. B.* did bargain, ſell, Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble or Interruption, of, or by the ſaid *J. W.* his Executors, Adminiſtrators or Aſſigns, or any of them, or of, or by any other Perſon or Perſons lawfully claiming, or to claim, from, by or under them, or any of them. A Covenant from the Earl of *C.* that he is ſeiſed in Fee of the Premiſſes hereby leaſed, and that he hath Power to leaſe the ſame. **And further**, That the ſame Manor, Hereditaments and Premiſſes mentioned to be hereby leaſed, and every of them, and every Part and Parcel thereof, ſhall or lawfully may from Time to Time, and at all Times from and after Default ſhall be made by the ſaid *J.* Earl of *C.* his Heirs, Executors and Adminiſtrators, of and in Performance of the Covenants and Agreements herein contained and recited on the Part of the ſaid *J.* Earl of *C.* his Heirs, Executors or Adminiſtrators, to be done and performed, remain, continue and be unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired, of the ſaid Term of 500 Years, without Impeachment of Waſte, without the lawful Lett, Suit, Trouble or Interruption, of, or by the ſaid *J.* Earl of *C.* his Heirs, of or by any Perſon or Perſons whomſoever, freed and diſcharged, of and from all Charges and Incumbrances whatſoever. A Covenant that from and after Default ſhall be made, of, or in Performance of the Covenants and Agreements herein contained or recited, on the Part of the ſaid *J.* Earl of *C.* his Heirs, Executors and Adminiſtrators, to be done and performed, he the ſaid *J.* Earl of *C.* will make further aſſurance of the Premiſſes hereby leaſed, unto the ſaid *J. W.* his Executors, Adminiſtrators and

A Covenant that the mortgaged Premiſſes, *&c.*

Aſſigns for and during all the Reſt and Reſidue, which ſhall be then to come and unexpired of the ſaid Term of 500 Years, without Impeachment of Waſte.

A Collateral Security. *Vid.* Demiſe and Releaſe.

A Man Aſſigns a contingent Term of his own Land in Mortgage to another, to ſecure a Sum of Money, and he and his Wife, by Fine, limit another Term of his Wife's to the ſame Mortgagee, for the ſame Money, and ſold 200 l. *worth of Land out of the Security to* J. S. *to whom the Mortgagor and Mortgagee both join'd in Conveyance, then the Mortgagor Releaſes his Equity of Redemption in the Reſidue of the Land unſold, and makes a new Demiſe as a Collateral Security for* 500 *Years, of other Lands for the Remainder, and creates a new Proviſo of Redemption for both, with common Covenants in a Mortgage.*

A Recital of an Aſſignment of a Term of Years.

This Indenture made, *&c.* between *J. L.* of, *&c.* Eſq; of the one Part, and *J. B.* of *L.* of the other Part. **Whereas** by Indentures bearing Date the, *&c.* made or mentioned to be made between the ſaid *J. L.* of the one Part, and the ſaid *J. B.* of the other Part, the ſaid *J. L.* after a Recital in the ſaid Indenture contained, for the Conſideration of the Sum of, *&c.* to him paid by the ſaid *J. B.* did bargain, ſell, alien, Parcels.

alien, aſſign and ſet over unto the ſaid *J. B.* all that his Capital Meſſuage or Tenement, with the Appurtenances, ſituate, lying and being at, *&c.* in the County of, *&c.* and all Houſes, Out-Houſes, Edifices, Buildings, Yards, Gardens, Orchards, and Appurtenances thereunto belonging, or therewithal uſed, occupied or enjoyed as Part, Parcel or Member thereof, and all his Right, Title, Intereſt, Term of Years to come, or unexpired.

Habend.

To hold the ſaid Capital Meſſuage, or Tenements, and all and ſingular the Premiſſes, with the Appurtenances thereby aſſigned, unto the ſaid *J. B.* his, *&c.* from the Day of the Date

A Term of 1000 Years.

hereof for, and during the Remainder of a certain Term of, *&c.* formerly aſſigned unto the ſaid *J. L.* by *J. L.* his Father, deceaſed, as by

Recital of a Leaſe and Releaſe and Fine executed and levied by the Husband and Wife of the Wife's Land.

the ſaid recited Indenture, Relation being thereunto had, may more fully appear. And whereas by Indentures of Bargain and Sale, and Releaſe, bearing Date the Day before the Day of the Date of the above recited Indenture of Aſſignment made, or mentioned to be made, between the ſaid *J. L.* and *E.* his Wife, of the one Part, and the ſaid *J. B.* of the other Part, and by Fine thereupon levied, they the ſaid *J. L.* and *E.* his Wife, for the Conſideration of the Sum of, *&c.* to them paid, therein mentioned to be paid by the ſaid *J. B.* did grant, remiſe, releaſe and confirm unto the ſaid *J. B.* all that the Manor, or reputed Manor of, *&c.* in the

The Parcels in the Deed.

County of, *&c.* (*Herein inſert all the Lands therein compriz'd,*) And as to the Schedul'd Lands ſay thus:

Parcels in a Schedule annex'd.

And alſo all other the Freehold and Charterhold Meſſuages, Cloſes, Meadows, Paſtures, Tenements and Hereditaments of them the ſaid *J. L.* and *E.* his Wife, in the Pariſhes of, *&c.* aforeſaid, or either of them named, abutted and deſcribed in a Terrar or Schedule to the ſaid recited Indenture annexed. And alſo all, &c. (*Here comes in more.*) To hold the ſaid Manor, Meſſuage, Lands, Tenements, Hereditaments and Premiſſes aforeſaid, thereby granted and releaſed, or mentioned to be granted and releaſed, with their Appurtenances, unto the ſaid *J. B.* &c. to and for the ſeveral Uſes, Intents and Purpoſes therein, and herein after mentioned (that is to ſay) to and for the proper Uſe and Behoof of the ſaid *J. B.* &c. for and during the Term of, &c. from thence next enſuing fully to be compleated and ended; and from and after the End or Determination of the ſaid Term, then to ſeveral other Uſes therein particularly limited, expreſſed and declared, as by the ſaid recited Indenture of Bargain, Sale and Releaſe, Relation being thereunto reſpectively had, may more fully and at large appear.

Other Lands added.

Habend.

The Uſe to the Mortgagee for a Term of 1000 Years.

Remainder to the Uſes declared in that Releaſe.

And whereas by Indentures of Defeazance, bearing even Date with the ſaid recited Indentures of Aſſignment and Releaſe, (*Reciting the ſeveral above recited Indentures*) it is thereby covenanted and agreed, that if they the ſaid *J. L.* and *E.* his Wife, or either of them, they, or either of them, &c. ſhould well and truly pay, or cauſe to be paid unto the ſaid *J. B.* &c. the Sum of, &c. on the ſeveral Days and Times, and in ſuch Manner as therein is particularly expreſſed, and applied for Payment thereof, that then the above-mentioned Term and Eſtate of, &c. limited to the ſaid *J. B.* &c. as aforeſaid, ſhould ceaſe and be void, and that he, &c. ſhould ſtand ſeized of the Premiſſes, by the ſaid recited Indentures of Leaſe and Releaſe to him granted to and for ſuch other Uſes, Intents and Purpoſes as are therein mentioned. And further, that upon Payment

Recital of a Refeazance of the Aſſignment and Leaſe and Releaſe, *ſupra.*

Proviſo to re-aſſign on Payment of the Mortgage-Money.

truly Pay, or cauſe to be paid unto the ſaid *J. B. &c.* the Sum of, *&c.* lawful Money of *England*, at or in the common Dining Hall of the Inner Temple, *London*, with Intereſt for the ſame from henceforth, after the Rate or Value of, *&c.* upon the, *&c.* Day of, *&c.* next enſuing the Date of theſe Preſents, without any Deduction, Defalcation or Abatement whatſoever out of the ſame, or any Part thereof, for or by reaſon of any Taxes, Charges or Impoſures, ordinary or extraordinary whatſoever, that then, and from thenceforth, he the ſaid *J. B. &c.* ſhall and will, at the Coſts and Charges of the ſaid *J. L. &c.* re-convey the reſpective Premiſes by the ſeveral recited Indentures aſſigned and conveyed as aforeſaid. **And** alſo the Premiſſes in and by theſe Preſents granted, for and during all the then Reſt and Reſidue of the reſpective Terms of, *&c.* and, *&c.* unto the ſaid *J. L. &c.* or otherwiſe, as he or they ſhall direct or appoint, free and diſcharged of and from all Incumbrances whatſoever by the ſaid *J. B.* done, committed or wilfully ſuffer'd, (Covenant from the Mortgagor to Mortgagee, to pay the Money according to the Proviſo) Covenant that he ſtands ſeiſed of the Premiſſes now granted, and hath Power to convey the ſame. And for Non-payment the Mortgagee to enter into the whole, and enjoy free from all Incumbrances.

Covenant to enjoy until Default.

All in common Form.

In Witneſs, &c.

Declarations

Declarations of Truſts.

Money being ſettled on the Marriage of two Perſons in Truſtees to buy Lands, &c. *the Truſtees laid out the ſame at Intereſt in the Name of another Perſon, with other Money; that Perſon declared a Truſt thereof to the Truſtees, and the Truſtees declared their Truſts for the Man and his Wife, according to the Settlement.*

THis **Indenture** *Triparte* made, *&c.* between *J. S.* of, *&c.* Eſq; of the firſt Part, *T. F.* of, *&c.* and *M.* his Wife of the ſecond Part, and *G. W.* of, *&c.* Eſq; and *T. P.* of, *&c.* of the third Part: **Whereas**, by Indenture *Tripartite* bearing Date the, *&c.* made between the ſaid *T. F.* of the firſt Part, and the ſaid *M.* the now Wife of the ſaid *T. F.* by the Name of *M. D.* of, *&c.* Spinſter, of the ſecond Part. And the ſaid *G. W.* and *T. P.* of the the third Part, reciting a Marriage intended between the ſaid *T. F.* and the ſaid *M.* and a Mortgage made to the ſaid *M.* of three Parts of the Manor of *P.* and ſeveral Lands and Tenements in the ſaid County of *D.* ſubject to the Redemption of *T. F.* Gentleman (one of the Parties to the ſaid recited Mortgage) upon Payment of, *&c.* And alſo reciting, that ſhe the ſaid *M.* by certain other Indentures, had conveyed her Eſtate in the Premiſſes (in Truſt) to the ſaid *G. W.* and *T. P.* He the ſaid *T. F.* thereby covenanted to pay the ſaid *G. W.* and *T. P.* before the Expiration of, *&c.* the Sum of, *&c.* if the ſaid Marriage ſhould in the mean Time take Effect. And it was thereby declared

Recital of the Deed of Settlement, which recites a Mortgage made to the Wife which ſhe had aſſigned before Marriage, to her Truſtees.

The Husband covenanted with Truſtees to depoſit ſo much Money.

Truſtees to ſtand poſſeſſed 'till Marriage.

Truſtees to buy Lands.

To the Uſe of the Huſband for Life.

Remainder to Truſtees to preſerve Contingences. Remainder to Wife for Life. Remainder to Truſtees to raiſe Portions for Children.

Remainder to the Uſe of the Sons of that Marriage, and their Heirs.

Remainder to the Right Heirs of the Huſband.

Recital of the Marriage.

and agreed, that the ſaid G. *W.* and *T. P.* ſhould ſtand intereſſed and poſſeſſed of and in the Premiſſes, and the ſaid, *&c.* and Intereſt thereby ſecured in Truſt for the ſaid *M.* 'till the ſaid Marriage ſhould take Effect. And that after ſuch Marriage, the ſaid Truſtees ſhould, with all convenient ſpeed, lay out, or inveſt in Land or Houſes, the ſaid, *&c.* together with the ſaid, *&c.* to be ſettled and aſſured to the Uſe of *T. F.* for Life, and after the Determination of that Eſtate to the ſaid Truſtees, and their Heirs, during the Life of the ſaid *T. F.* to preſerve contingent Remainders. And after his Deceaſe, to the Uſe of the ſaid *Mary* for Life, for her Jointure. And after the Determination of that Eſtate, to the ſaid Truſtees for, *&c.* Years in Truſt, for raiſing Portions and Maintenance, out of the Rents and Profits thereof, for the younger Children by the ſaid *T. F.* on the Body of the ſaid *M.* to be begotten, in ſuch Manner as is therein expreſſed. And after the Expiration or Determination of the ſaid Term, to the Uſe of every the Son and Sons of the ſaid *T. F.* on the Body of the ſaid *Mary* to be begotten, and to the Heirs of their reſpective Bodies, according as the ſame ſhould be in Priority of Birth, and Seniority of Age, the Elder, and the Heirs of his Body, always to be preferred before the Younger, and the Heirs of his Body. And for want of ſuch Iſſue, to the Right Heirs of the ſaid *T. F.* for ever, with Power for the ſaid *M.* to charge the ſame with the Payment of the ſeveral Sums therein mentioned, as in and by the ſaid recited Indenture more fully and at large may appear. And whereas the ſaid intended Marriage afterwards took Effect, and the ſaid Truſtees received the ſaid Principal Sums of, *&c.*

&c. in Diſcharge of the ſaid recited Mortgage, to be diſpoſed and employed, together with the ſaid other Sum of, *&c.* for the Uſes and Truſts aforeſaid, and whereas no convenient Purchaſe hath yet been found for the ſame.

Recital of the Mortgage made to *J. S.* to ſecure his own and the Truſt-Money.

Grant.

Habend.

Proviſo to be void on Payment of Money.

And whereas by Indenture *Tripartite*, bearing Date the, *&c.* made between *E. R.* of, *&c.* Gentleman, of the firſt Part *W. H.* of, *&c.* Eſq; of the ſecond Part, and the ſaid *J. S.* of, *&c.* the ſaid *E. R.* for the Conſiderations of, *&c.* therein mentioned to be paid by the ſaid *J. S.* to the ſaid *W. H.* and of, *&c.* to the ſaid *E. R* did grant, bargain, and demiſe unto the ſaid *J. S.* all and every the Manors, Meſſuages, Lands, Tenements and Hereditaments whatſoever, in which he the ſaid *E. R.* had any Intereſt or Eſtate in the County of, *&c.* determinable upon the Death of, *&c.* to hold for the Term of, *&c.* If the ſaid, *&c.* ſhould ſo long live, and did thereby further grant and demiſe to the ſaid *J. S.* all that the eighth Part of the Manors, Meſſuages, Tenements and Hereditaments whatſoever, in or to which he the ſaid *E. R.* or any Perſon or Perſons in Truſt for him, had any Eſtate, Right, Title, or Intereſt in Law or Equity in the ſaid County of, *&c.* To hold for the Term of, *&c.* under a Proviſo therein contained, that if the ſaid *E. R.* his, *&c.* ſhould pay or cauſe to be paid unto the ſaid *J. S.* his, *&c.* the Sum of, *&c.* with Intereſt for the ſame, at, *&c. per Cent. per Annum*, on the, *&c.* then next following, then the ſaid Indenture, and the Terms thereby granted, ſhould be void, which ſaid Sum of 3000 *l.* with Intereſt, the ſaid *E. R.* and *W. H.* thereby covenanted, ſhould be paid accordingly, as in and by the ſaid laſt recited Indenture, more at large may alſo appear. And whereas the Sum of 1600 *l.*

Part and Parcel of the ſaid 3000 *l.* mentioned to be paid by the ſaid *J. S.* and intended to be ſecured by the ſaid laſt recited Mortgage, was the ſame Sum of, *&c.* intended to be laid out and diſpoſed by the ſaid *G. W.* and *T. P.* for the Uſes aforeſaid. **Now this Indenture witneſſeth**, and it is hereby declared by the ſaid *J. S.* and all the ſaid Parties to theſe Preſents, and every of them, that the ſaid laſt recited Mortgage and Security made to the ſaid *J. S.* as aforeſaid, was ſo had and taken in the Name of him the ſaid *J. S.* in Truſt (as for and concerning the ſaid Sum of Sixteen hundred Pounds,) for the ſaid *G. W.* and *J. P.* and the Survivors of them, and the Executors and Adminiſtrators of ſuch Survivor. Upon further Truſt and Confidence nevertheleſs, that they the ſaid *G. W.* and *T. P.* and the Survivors of them, and the, *&c.* of the Survivor of them, ſhall and do, with all convenient Speed after their Receipt of the ſaid Sum of, *&c.* lay out at Intereſt the ſame in Land or Houſes, together with the ſaid Sum of, *&c.* ſo to be paid to them as aforeſaid, by the ſaid *T. F.* which ſaid Lands and Tenements when ſo purchaſed, ſhall be ſettled and aſſured to the ſeveral Uſes, Intents and Purpoſes in the ſaid firſt recited Indenture mentioned, or according to the true Intent or Purpoſe thereof. And it is hereby further declared, by and betwixt the ſaid Parties to theſe Preſents, That until the Payment of the ſaid principal Sum of, *&c.* ſo ſecured upon the ſaid laſt recited Mortgage, it ſhall and may be lawful to and for the ſaid *T. F.* and *M.* his Wife, to have, take and receive to their own proper Uſe and Behoof, the Intereſt and Proceed of the ſaid principal Sum as the ſame ſhall from Time to Time grow due and payable, and that the ſame is put out at Intereſt upon the

Declaration of the Truſt by *J. S.*

That the Husband and Wife ſhall take the Intereſt.

That the Money was laid by at their Requeſt.

the ſaid Security, at the Requeſt of the ſaid *T. F.* and *M.* his Wife, and that the ſaid Truſtees, in Caſe of any Loſs, ſhall not be chargeable therewith.

And that Truſtees ſhall not be chargeable with it.

In Witneſs, &c.

A ſhort Declaration of Truſt for a Sum of Money to another Perſon.

WHereas by ſeveral Indentures bearing Date on or about the, *&c.* laſt, certain Lands called, *&c.* in the County of, *&c.* are conveyed to us C. *S.* of, *&c.* Gent. and *J. H.* of the ſame, Gent. to ſecure the Payment of, *&c.* and Intereſt. Now we the ſaid C. *S.* and *J. H.* do hereby declare, That the ſaid Conveyances are ſo to us made in Truſt in the firſt Place, to ſecure the Payment of the Sum of, *&c.* with legal Intereſt for the ſame, from the ſaid, *&c.* to *J. S.* his, *&c.*

In Witneſs, &c.

A Declaration of Truſt from Truſtees and Guardian to an Infant, of Lands purchaſed by them for the Infant.

TO all Chriſtian People to whom this preſent Writing ſhall come, We Sir *R. H.* of, *&c.* Knight, and *R. N.* of, *&c.* Eſq; ſend Greeting: **Whereas** we the ſaid Sir *R. H.* and *R. N.* by certain Indentures of Bargain and Sale, and Releaſe, bearing Date the, *&c.* laſt paſt, and made or mentioned to be made between *J. B.* of, *&c.* of the one Part, and the ſaid Sir *R. H.* and *R. N.* of the other Part, for the Conſideration of, *&c.* did Purchaſe to us and our Heirs, of the ſaid *J. B.* all that Plot of Ground, containing by Eſtimation, *&c.* or thereabouts, mentioned to be in the Tenure or Occupation of, *&c.* and alſo all thoſe three Acres of arable Land, with the Appurtenances, called, *&c.* in the Tenure or Occupation of, *&c.* and alſo all that Meſſuage or Tenement, or Dwelling-Houſe, with the Appurtenances, in the Tenure or Occupation of the ſaid *D. O.* and one other Meſſuage or Tenement, with the Appurtenances, in the Tenure or Occupation of *R. G.* and one other Meſſuage or Tenement, with the Appurtenances, in the Tenure or Occupation of *C. H.* together with the Common of Paſture, Fiſhing and Feedings thereunto belonging, all which Premiſſes are ſituate, lying and being in, *&c.* and were ſold and conveyed by and from *M. F.* of, *&c.* and *M.* his Wife, to *S. B* Father of the ſaid *J. B.* and his Heirs. **Now** know ye, That we the ſaid Sir *R. H.* and *R. N.* do hereby declare, That we as Guardians and Truſtees

The Declaration from the Guardians.

Truſtees of, *&c.* being well ſatisfied that the Purchaſing of the ſaid Lands and Premiſſes by reaſon of their Situation, would be very advantagious to the ſaid, *&c.* and an Improvement of his Eſtate, were induced to make the ſaid Purchaſe, and did make the ſame with the proper Money of the ſaid, *&c.* And we the ſaid Sir *R. H.* and *R. N.* do further declare, That the ſaid Lands and Premiſſes ſo purchaſed in Truſt for the ſaid, *&c.* if he or they when they are capable of ſo doing, ſhall accept thereof. And we the ſaid Sir *R. H.* and *R. N.* *&c.* being allowed the ſaid Purchaſe-Money, with other Charges, by reaſon of the ſame upon our Account, for the Profit of the Eſtate of the ſaid, *&c.* And we the ſaid Sir *R. H.* do further declare and mutually agree, That no Benefit of Survivorſhip by Vertue of the ſaid Conveyance to us and our Heirs, jointly made by the ſaid *J. B.* as aforeſaid, ſhall be had or taken by either of us.

In witneſs whereof, we the ſaid Sir *R. H.* and *R. N.* have hereunto ſet our Hands and Seals this Day of in the Year, *&c.*

Receipt whereof is hereby acknowledged, He the ſaid *J.* Earl of *C.* hath granted, bargained and ſold, and by theſe Preſents doth grant, bargain and ſell unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, All that the Manor of, *&c.* with the Appurtenances in the County of *D.* And all and every the Meſſuages, Farms, Cottages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *J.* Earl of *C.* ſituate, *&c.* or any of them, in the ſaid County of *D.* (Except only and out of theſe Preſents, reſerved unto the ſaid *J.* Earl of *C.* his Heirs and Aſſigns, All and every the Woods, Springs, *&c.* and all and every the Mines of Coals, and other Mines, open or not open, Coal-Delphs and Coal-Pits, in, *&c.* aforeſaid, or in any of them in the ſaid County of *D.* with free liberty of Ingreſs, Egreſs, and Regreſs, to take and carry away all and every the Coals and other Things to be found in all or any the ſame Mines and Pits, and at his and their own free Will and Pleaſure, and to and for his and their own Uſe and Benefit) And the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes mentioned, or intended to be hereby leaſed, and every of them, and every Part and Parcel thereof, **To have and to hold** the ſame Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during, and unto the full End and Term of five hundred Years, fully to be compleat and ended without Impeachment, of, or for any manner of Waſte, under and ſubject to ſuch Proviſoes and Agreements as are herein mentioned, expreſſed and declared, of and concerning the ſame, (that is to ſay) Provided always, and it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, That if the ſaid *J.* Earl of *C.* his Heirs, Executors or Adminiſtrators, ſhall, and ſo well and truly perform and fulfil all and every the Covenants and Agreements herein contained, which on his and their Part are and ought to be done and performed, according to the true Intent and Meaning of theſe Preſents, and of the ſaid recited mutual Agreement, Then the ſaid Term of five hundred Years, of, and in the ſaid Hereditaments and Premiſſes mentioned, or intended to be hereby leaſed, ſhall at the End of ſeven Years next enſuing the Deceaſe of the ſaid Lady *K.* ceaſe, determine and be utterly void to all Intents and Purpoſes, any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is hereby agreed, That in the mean Time, and until the ſaid Earl of C. his Heirs, Executors or Adminiſtrators, ſhall make ſome Default in the Performance of the Covenants and Agreements herein contained or recited, which on his and their Part ought to be done and performed, by Means or Occaſion whereof, the ſaid *J. W.* his Heirs, Executors or Adminiſtrators, or ſome of them, ſhall ſuſtain ſome Damage, or be put unto ſome Trouble, Suit, Charge or Expence, It ſhall and may be lawful to and for the ſaid *J.* Earl of C. his Heirs and Aſſigns, peaceably and quietly to have, hold and enjoy the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, mentioned, or intended to be hereby leaſed, and to receive and take the Rents, Iſſues and Profits thereof, and of every

A Covenant for quiet enjoyment of the mortgaged Premiſſes, until the Executor ſhall be damnified.

Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, Suit, Trouble or Interruption, of, or by the ſaid *J. W.* his Executors, Adminiſtrators or Aſſigns, or any of them, or of, or by any other Perſon or Perſons lawfully claiming, or to claim, from, by or under them, or any of them. A Covenant from the Earl of *C.* that he is ſeiſed in Fee of the Premiſſes hereby leaſed, and that he hath Power to leaſe the ſame. **And further,** That the ſame Manor, Hereditaments and Premiſſes mentioned to be hereby leaſed, and every of them, and every Part and Parcel thereof, ſhall or lawfully may from Time to Time, and at all Times from and after Default ſhall be made by the ſaid *J.* Earl of *C.* his Heirs, Executors and Adminiſtrators, of and in Performance of the Covenants and Agreements herein contained and recited on the Part of the ſaid *J.* Earl of *C.* his Heirs, Executors or Adminiſtrators, to be done and performed, remain, continue and be unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue which ſhall be then to come and unexpired, of the ſaid Term of 500 Years, without Impeachment of Waſte, without the lawful Lett, Suit, Trouble or Interruption, of, or by the ſaid *J.* Earl of *C.* his Heirs, of or by any Perſon or Perſons whomſoever, freed and diſcharged, of and from all Charges and Incumbrances whatſoever. A Covenant that from and after Default ſhall be made, of, or in Performance of the Covenants and Agreements herein contained or recited, on the Part of the ſaid *J.* Earl of *C.* his Heirs, Executors and Adminiſtrators, to be done and performed, he the ſaid *J.* Earl of *C.* will make further aſſurance of the Premiſſes hereby leaſed, unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns,

A Covenant that the mortgaged Premiſſes, &c.

Aſſigns for and during all the Reſt and Reſidue, which ſhall be then to come and unexpired of the ſaid Term of 500 Years, without Impeachment of Waſte.

A Collateral Security. *Vid.* Demiſe and Releaſe.

A Man Aſſigns a contingent Term of his own Land in Mortgage to another, to ſecure a Sum of Money, and he and his Wife, by Fine, limit another Term of his Wife's to the ſame Mortgagee, for the ſame Money, and ſold 200 l. *worth of Land out of the Security to* J. S. *to whom the Mortgagor and Mortgagee both join'd in Conveyance, then the Mortgagor Releaſes his Equity of Redemption in the Reſidue of the Land unſold, and makes a new Demiſe as a Collateral Security for* 500 *Years, of other Lands for the Remainder, and creates a new Proviſo of Redemption for both, with common Covenants in a Mortgage.*

A Recital of an Aſſignment of a Term of Years.

This Indenture made, *&c.* between *J. L.* of, *&c.* Eſq; of the one Part, and *J. B.* of *L.* of the other Part. **Whereas** by Indentures bearing Date the, *&c.* made or mentioned to be made between the ſaid *J. L.* of the one Part, and the ſaid *J. B.* of the other Part, the ſaid *J. L.* after a Recital in the ſaid Indenture contained, for the Conſideration of the Sum of, *&c.* to him paid by the ſaid *J. B.* did bargain, ſell, alien, So that each Copartner may ſee and peruſe the ſame.

ſpective Executors, Adminiſtrators or Aſſigns, ſhall and may from Time to Time ſee, peruſe and copy out of the ſame Books, or any of them, or any Part thereof at his, their, and either of their free Wills and Pleaſures, without the Lett, Denial, or Moleſtation of the other of them, his Executors or Adminiſtrators, unleſs it ſhall be otherwiſe agreed in Writing between them in that Behalf by mutual Conſent. **And** each of the ſaid Parties to theſe Preſents doth covenant, promiſe and grant for himſelf his Heirs, Executors and Adminiſtrators, to and with the other of them, his Executors and Adminiſtrators, and every of them, in Manner and Form following, (that is to ſay) that they the ſaid *J. O.* and *A. M.* or either of them, ſhall not nor will, during the Continuance of this Trade and Copartnerſhip, have or uſe any Manner of Trade or Dealing ſolely by or for himſelf, or jointly with or for any other Perſon or Perſons but only to and for the Joint Uſe and Benefit of each of the ſaid Parties to theſe Preſents, according to their and either of their reſpective Shares and Proportions of and in the ſaid Joint Stock and Trade, without the Conſent of the other of them firſt had and obtained in Writing, under his Hand and Seal in that Behalf. **And** that they the ſaid Parties, or either of them, ſhall not or will, during the Continuance of the ſaid Joint Trade, without the good Liking and Conſent of the other of them in that behalf firſt had and obtained in Writing under the Hand and Seal of the other of them at any Time or Times, during the ſaid Copartnerſhip, enter into any Statute, Recognizance, Judgment, Bill or Bond, or becomes Surety for any Perſon or Perſons for any Matter, Cauſe or Thing whatſoever, above the Sum or Value of 10 *l.* of lawful Money of *England*, in the whole, which ſhall be owing and

They further covenant, that they will not follow any other Trade either alone or jointly with any other.

Nor enter into any Bond, Statute, Recognizance, *&c.* or become Bail to any Perſon whatſoever above the Sum of 10 l. without Conſent in Writing.

and undiſcharged at any one Time, without the mutual Conſent of the ſaid Parties. And alſo, that neither of the ſaid Parties to theſe Preſents ſhall do, or cauſe to be done, any Act, Matter or Thing whatſoever, whereby, or by Means whereof, any of the Goods, Monies, Debts, Wares or other Things of or belonging to the ſaid Joint Trade, ſhall or may, for the proper or particular Debt, Duty, or Affairs of either of the ſaid Parties be attached, ſeized, extended or taken in Execution in any manner of wiſe whatſoever. And alſo, that either of the ſaid Parties to theſe Preſents, ſo far as conveniently he can or may, ſhall and will, from Time to Time during the ſaid Copartnerſhip, deſire and take the Advice and Conſent of the other of the ſaid Parties, in and concerning all and every ſuch Goods, Monies and Merchandizes of, for and belonging to the ſaid Joint Trade, as either of them ſhall deliver out or take upon Truſt or Credit. Provided always, that if either of the ſaid Parties, without the Conſent of the other of them, ſhall Truſt or Credit forth any of the Partable Stock, or the Gains, Profit or Increaſe thereof, or any of their Goods which they ſhall have in Joint Occupying between them, to any Perſon or Perſons whom the other of the ſaid Parties ſhall diſlike, and in Writing under his Hand forewarn his ſaid Partner not to Truſt, that then he of them ſo giving Credit, or Truſting forth of the ſame without Conſent of the other, after he ſhall be ſo forewarned thereof as aforeſaid, ſhall ſtand to the Adventure thereof himſelf, and bear all Loſſes thereby happening, and upon the next Accompt afterwards, ſhall anſwer and make good the Value thereof into the ſaid Joint Stock, and all Loſſes and Damages thereby ſuſtained, any Thing aforeſaid to the Contrary thereof in any wiſe notwithſtanding.

Proviſo, that after Warning in Writing given by either of the Parties to the other, not to truſt any Perſon with any of the Partable Stock, that then he that gives Credit ſhall make good the Damage, if any be.

withſtanding. And it is further covenanted, promiſed and agreed by and between the ſaid Parties to theſe Preſents, that all ſuch Profit, Gains and Increaſe as during the ſaid Corpartnerſhip ſhall ariſe, come and grow by Reaſon, Means, or in Reſpect of the ſaid Joint Trade and Dealing together as aforeſaid, ſhall from Time to Time be had, taken and divided by, and redound and come to them the ſaid Parties to theſe Preſents in Manner and Form following (that is to ſay) the one Moiety or half Part thereof, the whole in two Parts being divided, to and for the ſaid *J. O.* his Executors and Adminiſtrators, and the other Moiety or half Part thereof to and for the ſaid *A. M.* his Executors and Adminiſtrators.

All the Profit ariſing by their Joint Stock and Trade to be equally divided between the Copartners.

And likewiſe that all Loſſes, Damages, bad Debts, Charges, neceſſary Expences, and other Caſualties which ſhall ariſe, grow, or happen to the ſaid Copartners, or either of them, by reaſon of bad Debtors, or by Decay of any of their Wares or Commodities, or otherwiſe howſoever touching their ſaid Joint Trade, ſhall be from Time to Time ſuſtained, born, paid, defrayed and diſcharged by and between the ſaid Parties to theſe Preſents, their Executors and Adminiſtrators, as followeth, (that is to ſay) one Moiety, or half Part thereof by the ſaid *J. O.* his Executors and Adminiſtrators, and the other Moiety or half Part thereof by the ſaid *A. M.* his Executors and Adminiſtrators.

And the Loſſes to be equally born.

And it is alſo agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for either of them the ſaid Parties, to take and withdraw out of the Gains and Profits ariſing out of the ſaid Joint Trade Weekly, and every Week during this Copartnerſhip, for and towards their private and particular Charges and Expences, theſe ſeveral Sums following (that is to ſay) for the ſaid *J. O.* his

And that each Copartner ſhall Weekly take out of the Profits of their Joint Trade 6 l. for their private Expences.

his Executors and Adminiſtrators, to take out Weekly the Sum of ſix Pounds of lawful Money of *England*, and for the ſaid *A. M.* his Executors and Adminiſtrators, to take out Weekly the like Sum of ſix Pounds of like lawful Money of *England.* And it is further agreed by and between the ſaid Parties to theſe Preſents: **And the ſaid** *A. M.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *J.* O. his Executors and Adminiſtrators, and to and with every of them by theſe Preſents, that it ſhall and may be lawful to and for the ſaid *J.* O. his Executors and Adminiſtrators, from Time to Time to have, and to take out of the ſaid Joint Stock, or the Gains thereof, for the Uſe of the ſaid Dwelling-houſe, Shop and Ware-houſes now employed for the Uſe of the ſaid Trade, Yearly, and every Year, during the Term of this Copartnerſhip, the Sum of 120 *l.* of lawful Money of *England*, to and for the particular Uſe and Behoof of the ſaid *J.* O. his Executors and Adminiſtrators, for and towards Satiſfaction and Payment of the Rent to be due and payable for the ſame at four uſual Days or Times of Payment in the Year, (that is to ſay) on the Feaſt-Day of St. *Michael* the Arch-angel, the Birth of our Lord Chriſt, the Annunciation of the bleſſed Virgin *Mary*, and the Nativity of St. *John Baptiſt:* in every Year, by even and equal Portions. **And** it is hereby egreed, that the ſaid *J.* O. and his Aſſigns, ſhall hold and enjoy, to his and their particular Uſe, ſuch Part of the ſaid Meſſuage, or Dwelling-houſe, during this preſent Copartnerſhip, as he the ſaid *J.* O. now doth enjoy or inhabit in; and the ſaid *A. M.* and his Aſſigns, ſhall hold and enjoy, to his and their particular Uſe, ſuch other Part of the ſaid Meſſuage or Dwelling-houſe, during this preſent

A. M. covenants that *J.* O. ſhall take out 120 l. a Year by Quarterly Payments, for the Uſe of the Houſe, Shop, and Warehouſes.

And that *J.* O. ſhall enjoy that Part of the Houſe that he now enjoys, and that *A. M.* ſhall enjoy that Part of the Houſe that *I. S.* did inhabit.

These Deductions to be entred into a Book, and upon the next Reckoning to be allowed of.

preſent Copartnerſhip, as *I. S.* lately deceaſed did inhabit or dwell in. And it is agreed, that the ſaid Deductions and Payments ſhall, from Time to Time, be entred and plainly written in ſome one of the Books of Accompt belonging to the ſaid Copartnerſhip, and upon their next Accompt and Reckoning after ſuch taking out of the ſaid Weekly Sums, and Quarterly Payments and Allowances aforeſaid, each of the ſaid Parties ſhall and will accept of, and allow the ſame upon Accompt as aforeſaid. And it is agreed and concluded, by and between the ſaid Parties to theſe Preſents, that all and every ſuch Sum and Sums of Money as ſhall be given or received by or with any Apprentice or Apprentices, or Servant, as either of the ſaid Parties ſhall keep during the ſaid Term of this Copartnerſhip, ſhall be had and received by the Party ſo taking ſuch Apprentice or Apprentices to his own Uſe, and that the Number of ſuch Apprentices or Servants, during the ſaid Copartnerſhip, ſhall be as followeth, and not otherwiſe, unleſs by mutual Conſent of both the ſaid Parties, (that is to ſay) the ſaid *J. O.* ſhall have and keep two Apprentices, or Servants, in the ſaid Trade, and pay or allow for their Maintenance, and the ſaid *A. M.* ſhall have and keep one Apprentice, or Servant, beſides himſelf, and pay or allow for his Maintenance. And further, that the ſaid Apprentices, or Servants, ſhall be kept and maintained with fitting Diet, Waſhing and Lodging, during this Copartnerſhip, by the ſaid *A. M.* and ſhall be reſident in the ſaid Meſſuage or Dwelling-houſe, and imployed in the ſaid Trade. And that the ſaid *J. O.* ſhall pay or allow to the ſaid *A. M.* for the Diet, Waſhing and Lodging, for his ſaid two Apprentices, or Servants, the Yearly Sum of ſixteen Pounds a-piece for each of them, of lawful

And that *J. O.* ſhall take two Apprentices, and the Money that he receives with them be to his own Uſe, and *A. M.* ſhall have one, and he to have the Money, &c.

J. O. to allow *A. M.* 32 l. a Year for the Diet of his two Apprentices, and if any of the Apprentices ſhall imbezil, &c. the Maſter of ſuch ſhall make it good out of his own Eſtate.

Money of *England*, at the ſaid four Quarter-days by even and equal Portions. And that if any of the Apprentices, or Servants of the ſaid Parties to theſe Preſents, ſhall imbezil or purloin any of the Goods, Wares, or ready Money in Copartnerſhip between the ſaid Parties to theſe Preſents, then the Maſter of ſuch Apprentice, or Servant, by whom ſuch Imbezilment ſhall be made, ſhall ſuſtain and recompence ſuch Loſs and Damage as ſhall thereby ariſe and happen out of his own proper and particular Eſtate, and the ſame ſhall not be born by the ſaid Joint Stock, any Thing herein contained to the Contrary notwithſtanding. **And** each of the ſaid Parties for himſelf, his Executors and Adminiſtrators, further covenanteth with the other of them, his Executors and Adminiſtrators by theſe Preſents, that neither of them the ſaid Parties ſhall at any Time or Times hereafter, during the ſaid Copartnerſhip, make any Compoſition or Agreement with any Debtor or Debtors, which doth or ſhall owe any Sum or Sums of Money, upon the Accompt of this Joint Trade or Copartnerſhip, for a leſſer Sum than the true and juſt Debt which ſhall be owing to the ſaid Parties, without the Conſent of the other of them firſt had and obtained in Writing, (except it be where a Debt, or Part thereof, is likely by the Poverty of the Debtor to be loſt, and where the other of them ſhall be in Place far diſtant from him ſo compounding.) And alſo, that once in every Year, Yearly, during the Continuance of this Copartnerſhip (that is to ſay) on the 24th Day of *December*, Yearly, or within twenty Days next before, or next after the ſame Day, or oftner, upon the Requeſt of either of them unto the other of them in that Behalf to be made, a true, plain, juſt and orderly Accompt and Reckon-

Covenant that each Party ſhall not make any Compoſition with any Debtor for a leſſer Sum, without the Conſent of the other Party for it had in Writing.

That at *Chriſtmas* every Year they ſhall make up their Accompts, as well for their Capital Stock, as for all other Things in Joint Trade.

ing in Writing, ſhall be made and ſet down by and between them the ſaid Parties. And they the ſaid Parties, or ſome lawfully authorized by them in that Behalf, ſhall then meet and Accompt together at or in the ſaid Shop or Warehouſes, as well of, for and concerning their Capital Joint Stock before mentioned, as alſo of, for and concerning all other the Stock, Goods, Merchandizes, Debts and other Things which ſhall be then in Joint Trade between them, and alſo of, for and concerning all their Gains, Profits, Loſſes and Hindrances whatſoever, of or concerning the ſame, or by reaſon thereof, before that Time not accompted for and cleared between them, to the Intent that they may the better perceive and know whether they gain or loſe, and what Eſtate and Condition they ſhall be in by reaſon of their ſaid Joint Trade; and for the better perfecting of every ſuch Accompt, each of the ſaid Copartners ſhall then produce and ſhew forth to the other of them, at the Place where they ſhall Accompt, as aforeſaid, all Books of Accompt, Bills, Bonds, Specialties, Letters and Writings concerning the Premiſſes, and the Breviates of every ſuch yearly Accompt, and other Accompts (if any be) ſhall be plainly written and entred into two ſeveral Books, to be interchangeably ſubſcribed by the ſaid Parties to theſe Preſents, which ſaid reſpective Books ſhall be interchangeably kept by the ſaid Parties, whereof one to be and remain with the ſaid *J. O.* ſhall be ſubſcribed by the ſaid *A. M.* and the other of the ſaid Books to be and remain with the ſaid *A. M.* ſhall be ſubſcribed by the ſaid *J. O.* and that no Accompt or Reckoning ſo paſt, or ſubſcribed, ſhall be re-accompted or called in Queſtion, unleſs ſome ſpecial Error or Miſtake

And interchangeably ſubſcribe it.

Which ſhall not be called into Queſtion, but upon a manifeſt Miſtake.

ſhall be made appear to have therein paſſed and eſcaped. And alſo, that ten Days next before the Expiration of the ſaid Term of four Years, they the ſaid Parties, if they ſhall be then living, ſhall and will join together, at or in the Shop or Warehouſes aforeſaid, in the caſting up and making of a true, full, perfect and juſt Accompt and Reckoning in Writing, of all the Wares, Merchandizes, ready Money, Goods and Debts which ſhall then belong to the ſaid Copartnerſhip and Joint Trade, and of all ſuch Debts as ſhall be then owing by the ſaid Parties to theſe Preſents, to any Perſon or Perſons, for or by reaſon of the ſaid Copartnerſhip and Joint Trade. And that then all the Monies, Wares, Merchandizes, Goods and Commodities belonging to the ſaid Joint Trade, ſhall be parted and divided into two equal Parts, the one Moiety or half Part thereof, ſhall be and remain to and for the ſaid *J. O.* and the other Moiety or half Part thereof, ſhall be and remain to and for the ſaid *A. M.* as they ſhall happen to fall out by Lot, which they the ſaid Parties to theſe Preſents do hereby agree, and mutually promiſe for themſelves, and either of them, their and either of their Executors and Adminiſtrators, for that Purpoſe, to caſt for the better avoiding of all Differences which may ariſe concerning ſuch Partition. And that each of the ſaid Parties to theſe Preſents, ſhall and will give unto the other of them, his Executors and Adminiſtrators, good and ſufficient Security by Bond, of a Penalty double the Sums of Money that his Part of the Debts owing, or to be owing by the ſaid Parties, for or in reſpect of the ſaid Copartnerſhip, ſhall amount unto, together with one or more ſufficient Surety or Sureties to be bound to the other of them the ſaid Parties to theſe Preſents,

Covenant that at the End of the Copartnerſhip, what Goods, Wares, &c. ſhall be equally divided into two Parts, and caſt Lots for.

And for what Money they ſhall then owe, each ſhall give Bond to the other in double the Penalty, with ſufficient Securities for the Payment of their proportionable Part.

to his and their good Liking and Satisfaction, for the Payment of his and their proportionable Part and Share of the ſame Debts, and for the ſaving harmleſs and indempnified the other of them the ſaid Parties, his Executors and Adminiſtrators, of and from his and their Share and Proportion of the ſaid Debts ſo owing, or to be owing by the ſaid Parties as aforeſaid, And of and from all Actions, Suits, Coſts, Loſſes and Damages that ſhall or may happen to come or ariſe concerning the ſame. And that thence each of the ſaid Parties, his Executors and Adminiſtrators, ſhall and will during the Space of one whole Year, to be accounted from the Time of the making up and perfecting ſuch laſt final Accompt as aforeſaid, uſe, perform and do his and their beſt and utmoſt Means, Care and Endeavour for the getting in and recovering ſuch Sums of Money which ſhall be due and owing unto them the ſaid Parties by Vertue of this preſent Copartnerſhip, with as much Speed and Expedition as conveniently they may or can, at the equal Coſts and Charges of the ſaid Parties, their Executors and Adminiſtrators, and that either of the ſaid Parties, his Executors and Adminiſtrators, ſhall and will in the firſt Place, by and out of the firſt Money that ſhall be received, for and in reſpect of the ſaid Joint Trade, pay and ſatisfy all ſuch Debts and Sums of Money as ſhall by them be jointly owing, for, and by Reaſon and Means of the ſaid Copartnerſhip. And after full Payment and Satisfaction thereof, all the Debts that ſhall remain and be due and payable unto the ſaid Parties by reaſon of this Copartnerſhip, ſhall be equally paid, ſhared and divided between the ſaid *I. O* and the ſaid *A. M.* their Executors and Adminiſtrators, proportionably Share and Share alike, in

And out of their own Debts the firſt Monies that they ſhall receive, ſhall be paid towards the Diſcharging of what they jointly owe, and the Overplus to be equally divided betwixt them.

And what Debts are not paid within the Year after the End of the Copartnerſhip, ſhall be divided and caſt Lots for.

in the End of every Month next after the End and Determination of this Copartnerſhip, and after Payment of the Joint Debts to be owing by the ſaid Parties as aforeſaid. **And it is** further agreed and concluded, by and between the ſaid Parties to theſe Preſents, for themſelves and either of them, their and either of their reſpective Executors and Adminiſtrators, That they the ſaid Parties, their Executors and Adminiſtrators, at the End of the ſaid one Year next after the End or Expiration of this Copartnerſhip, ſhall divide all ſuch Debts and Sums of Money as ſhall remain unpaid, by or from any of their Debtor or Debtors, by reaſon or in reſpect of the ſaid Copartnerſhip, into two equal Parts, and ſhall and will upon ſuch Partition and Diviſion made as aforeſaid, aſſign and ſet over each of them unto the other, his Executors and Adminiſtrators, his and their Part and Share proportionably of the ſame Debts as they ſhall happen and fall out by Lot, which they the ſaid Parties do hereby agree, and mutually promiſe, for themſelves, their Executors and Adminiſtrators reſpectively, for that Purpoſe to caſt for the better avoiding of all Differences which may ariſe concerning ſuch Partition, And alſo they the ſaid Parties, their Executors and Adminiſtrators, ſhall and will at the End of every Month during the ſaid one Year after the End of this Copartnerſhip, give each unto the other of them, at or in the ſaid Meſſuage or Tenement of the ſaid I. O. called or known by the Name of the *White Hart* aforeſaid, a juſt and true Accompt in Writing of their reſpective Receipts and Payments of Money, and other their Doings and Dealings touching the Buſineſs which ſhall then concern their ſaid Joint Trade, To the End that they the ſaid Parties, their Executors and Adminiſtrators

ſtrators may underſtand the true Eſtate thereof.

Proviſo, That if either of the Parties dies before the End of the Copartnerſhip and Partition, no Advantage ſhall be to the Survivor thereby.

Provided always, and it is expreſly Covenanted, granted, concluded, declared and agreed, by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of theſe Preſents, and of the ſaid Parties thereto, is and is hereby declared to be, that if either of the ſaid Parties ſhall happen to die or depart this Life before the End or Expiration of this Copartnerſhip, and before Partition and Diviſion ſhall be made as aforeſaid, yet nevertheleſs no Profit or Advantage, or Benefit of Survivorſhip ſhall be had, taken or claimed by, or redound to the Survivor of them, of, in, or to the ſaid Joint Stock, or any Gains, Profit, Increaſe thereof, or any Partnerſhip between them, otherwiſe than if no ſuch Death had happened; But that then the Parts and Shares of the Party deceaſing before Partition made as aforeſaid, ſhall remain, accrue and come to the Executors or Adminiſtrators of the Party ſo deceaſing, ſo and in ſuch manner as hereafter in theſe Preſents is expreſſed and agreed, any Law, Cuſtom. Uſage, or any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding.

But his Part and Share ſhall go to his Executors, *&c.*

And further, If in Caſe either of them the ſaid *I. O.* or *A. M.* ſhall happen to die or depart this Life before the Expiration of one Year next enſuing the Date hereof, then it ſhall and may be in the Election of the Executors or Adminiſtrators of ſuch Parties ſo dying, either to be paid and ſatisfied out of the ſaid Joint Stock the ſaid Sum of 3000 *l.* by the Party firſt deceaſing, brought and put into the ſaid Joint Stock as aforeſaid, which in Caſe of ſuch Election, ſhall be paid to his the ſaid Deceaſed's Executors or Adminiſtrators, within twelve Months next after ſuch his Deceaſe as aforeſaid, by two equal half yearly Payments, together with Intereſt for the ſame, after the Rate of ſix Pounds *per Cent. per Annum*, from the Commencement of this Copartnerſhip, to the Deceaſe of the Party ſo dying, or otherwiſe the Executors or Adminiſtrators of the Party deceaſing, ſhall and may elect and chuſe, and be at their liberty in Lieu thereof, to take ſuch Party ſo dying, his full Proportion and Share of, and in the ſaid Joint Stock and Proceed thereof, and of and in all and ſingular the Monies, Goods, Wares, Debts, both ſperate and deſperate, and Eſtate whatſoever in Copartnerſhip, between them the ſaid Parties to theſe Preſents, as ſhall appear to be due to him the ſaid Party deceaſing by the next caſt up Accompt, which ſhall be made, and is hereby agreed to be made the 24th Day of *December* next after his Deceaſe. **And it is** likewiſe hereby mutually covenanted, granted, condeſcended, declared and agreed, by and between the ſaid Parties to theſe Preſents, for themſelves, their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That in Caſe either of them the ſaid *I O.* or *A. M.* ſhall happen to die or depart this Natural Life in any Year before the End or Expiration of this Copartnerſhip, and after the Expiration of the ſaid firſt Year of the Term of this Copartnerſhip, That then the Executors or Adminiſtrators of ſuch of them ſo dying, ſhall and may have, hold, enjoy, receive and take to their own Uſe, ſuch Party ſo dying, his full Proportion and Share of, and in the ſaid Joint Stock and Proceed thereof, (that is to ſay) the full Moiety or half Part thereof, and of, and in all and ſingular the Money, Goods, Wares, Debts, both ſperate and deſperate, and Eſtate whatſoever in Copartnerſhip between them the ſaid Parties, as ſhall appear to be due to him the ſaid

If either of the ſaid Parties ſhall die within the firſt Year, the Executor of ſuch Party ſhall have his Election either to have his 3000 *l.* and Intereſt thereof at 6 *l. per Cent.* from the Beginning of the Copartnerſhip to his Deceaſe, or to take the Produce thereof at the next caſt up Accompt.

Alſo if either of the ſaid Parties ſhall die in any other Year, the Executor of ſuch ſhall have one full Moiety of all Goods, Money, &c. according to the laſt caſt up Accompt, to be paid within 18 Months, at 3 equal Payments, with 3 *l. per Cent.* till paid, Party deceaſing by the laſt caſt up Accompt before his Deceaſe, the full Sum of which Part, Proportion or Share of the Party ſo dying, of, in and to the Joint Stock and Proceed thereof, ſhall from Time to Time be paid to the Executors or Adminiſtrators of the Party ſo deceaſing, by the Survivor, his Executors or Adminiſtrators, in good and lawful Money of *England*, within eighteen Months next after the Deceaſe of the Party ſo deceaſing, at three equal half yearly Payments, by equal Portions, together with Intereſt for the ſame Part and Proportion and Share, after the Rate of 3 *l. per Cent. per Ann.* for and during the ſaid eighteen Months (excepting only the Part and Share of the Party deceaſing, of, in and to ſuch Debts as upon the ſaid Party's laſt caſt up Account before his Deceaſe, ſhall be accounted deſperate) which Debts ſhall equally be ſhared and divided between the Survivor and the Executors or Adminiſtrators of the Party deceaſing, Part and Part alike, by Lot or otherwiſe as they ſhall mutually agree.

The Election to be made in the firſt Year, to be within forty Days after the Deceaſe of the Party.

And it is hereby mutually agreed by and between the ſaid Parties to theſe Preſents, for themſelves, their Executors and Adminiſtrators, That the ſaid Election aforeſaid, to be made in the ſaid firſt Year, ſhall be made at the furtheſt within forty Days next after the Deceaſe of the Party ſo deceaſing. **And further**, That the Survivor of the ſaid Parties, his Executors or Adminiſtrators, ſhall and will at the Requeſt of the Executors or Adminiſtrators of the Party ſo deceaſing, ſign and ſeal, and deliver in due Form of Law, unto the Executors or Adminiſtrators of ſuch Party firſt dying, a ſufficient Obligation in Writing of a ſufficient Penalty, wherein the Survivor, together with one or more ſufficient Sureties, to the good Liking of the Executors or Ad-

The ſurviving Party to give good Security to the Executors of the deceaſed Party for the Payment of the Money.

miniſtrators of the Party firſt dying, ſhall ſtand bound unto the ſame Executors or Adminiſtrators, for the Payment of the Share, Part or Proportion of the Party firſt deceaſing, as afore is expreſſed, At ſuch Times and by ſuch Payments, and according to the Purport of theſe Preſents, as is before mentioned. And that the Executors or Adminiſtrators of ſuch deceaſed Party, ſhall and will upon ſuch ſufficient Security to them to be given as aforeſaid by the Survivor, at the Requeſt of the Survivor of the ſaid Parties, grant and aſſign unto the ſaid Survivor, his or their Executors or Adminiſtrators, All the Wares and Goods, Debts and Eſtate remaining in Copartnerſhip between the ſaid Parties, at the Time of ſuch Deceaſe, to the proper Uſe, Benefit and Behoof of the Survivor of the ſaid Parties, and that the Survivor of ſuch Party ſo deceaſing, his Executors and Adminiſtrators, ſhall and will, upon the aſſigning of the ſaid Eſtate by the Executors or Adminiſtrators of the Party deceaſed, to him as aforeſaid, give good Security to the Executors or Adminiſtrators of the Party ſo deceaſed, to their reaſonable Contents and Liking, for the ſecuring and ſaving harmleſs of the Executors or Adminiſtrators of each Party ſo firſt dying, of and from all and every the Debts or Sums of Money which were due or owing by the ſaid Parties, upon the Account of the ſaid Joint Trade at the Time of ſuch Deceaſe, and of and from all Actions, Suits, Penalties, Complaints, Judgments, Executions, Coſts, Charges and Damages, for or concerning the ſame Debts or Duties, or any of them. And it is hereby mutually covenanted, granted, condeſcended, declared and agreed, by and between the ſaid Parties, their Executors, Adminiſtrators and Aſſigns, And each of them covenanteth and a-

Thereupon the Executor to grant and aſſign all the Goods, &c. to the ſurviving Party.

The ſurviving Party to give Security to indempnify the Executor for all Debts, &c. which were due and owing from the ſaid Parties upon Account of their Joint Trade at the Time of ſuch Deceaſe.

It is further covenanted, that the Widow or Executors of the deceaſed Party, may continue the Copartnerſhip for the remaining Term,

greeth with the other of them, That in Caſe the Widow, Executors or Adminiſtrators of ſuch of the ſaid Parties as ſhall firſt deceaſe, ſhall think fit and deſire to keep and retain the Part and Proportion of the Party firſt deceaſing in Stock and Trade with the Survivor of the ſaid Parties to theſe Preſents, for and during the whole Reſidue of the ſame Term or Time of four Years, That then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid Widow, her Executors or Adminiſtrators, ſo to do according as if the Party ſo firſt deceaſing were then living, without the Let, Hindrance, Denial or Interruption of the Survivor, The ſaid Widow, Executors or Adminiſtrators receiving and bearing Profit and Loſs in and by the ſame, according as the ſaid Parties to theſe Preſents are to receive and bear, according to the true Intent and Meaning of theſe Preſents, as if the Party ſo firſt deceaſing had been living with his Copartner. And in ſuch Caſe the Accompts ſhall be at the Expiration of the ſaid Term of four Years ſtated, and the Joint Stock and Proceed thereof equally divided, and alſo ſhall be ſecured in ſuch manner as above in theſe Preſents is contained, and agreed upon to be done in Caſe both the ſaid Parties had jointly lived to the End or Expiration of the Term of the Copartnerſhip. And finally it is covenanted, concluded, condeſcended, declared and agreed by and between the ſaid Parties to theſe Preſents, And either of them, for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe, grant and agree to and with the other of them the ſaid Parties to theſe Preſents, and to and with his Executors and Adminiſtrators, That if and as often as any Controverſy, Doubt or Queſtion ſhall hereafter grow, ariſe or happen between the

And at the End of the four Years, the Accompt to be fully ſtated, and the Stock and Proceed equally divided, the ſaid Parties to theſe Preſents, their Executors or Adminiſtrators, or any of them, or by or between the Survivor of them, and the Executors or Adminiſtrators of the Deceaſed, for any Matter, Cauſe or Thing concerning the ſaid Joint Stock, Trade or Copartnerſhip, which is not in and by theſe Preſents ſufficiently provided, expreſſed, declared or explained, which ſhall not be decided or ended between themſelves from Time to Time, or in Caſe any Doubt, Queſtion or Difficulty ſhall ariſe between the Survivor of them the ſaid Parties to theſe Preſents, and the Executors or Adminiſtrators of ſuch of them as ſhall depart this Life, for, touching or concerning the Appraiſing or Valuing of the Goods, Stock and Eſtate belonging to this Copartnerſhip, or the Joint Stock or Proceed thereof. That then in either of the ſaid Caſes, it ſhall and may be lawful to and for either of the ſaid Parties, his Executors or Adminiſtrators, within three Days next enſuing ſuch Doubt, Queſtion, Controverſy or Difficulty ariſing, to elect and name to the other of them, his Executors or Adminiſtrators, as well one indifferent Perſon to be Arbitrator between them, to hear, end and determine every ſuch Controverſy, Variance, Strife and Difference, As alſo one other fit Perſon for the Valuation and Appraiſement of the Stock, Goods and Eſtate, and that either of them the ſaid Parties to theſe Preſents, and the Executors and Adminiſtrators of either of them, ſhall and will well and truly ſtand to, abide, obey, obſerve, perform, fulfil and keep all and every Award, End, Appraiſement, Determination and Judgment, of and concerning every ſuch Doubt, Queſtion, Difficulty, Controverſy, Strife, and Difference as ſhall be made or ſet down by the ſame Arbitrators and Appraiſors to be elect-

If any Difference ſhall ariſe between the ſaid Parties, their Executors, touching the Valuation of, or any other Matter in their Joint Trade, in ſuch Caſe each Party, their Executor, &c. ſhall chuſe fit Perſons, to whoſe Judgment they promiſe to ſubmit to.

ed, choſen and named indifferently as aforeſaid, ſo as every ſuch Award, Order, End and Determination be made and given up, in, and by Writing under their Hands and Seals, ready to be delivered to the ſaid Parties to theſe Preſents, their Executors or Adminiſtrators reſpectively, at or in the Meſſuage or Tenement aforeſaid, within twenty Days next after their Election in that Behalf from Time to Time, and ſo as the Appraiſement or Valuation be made with all convenient Speed at the Deſire of either of the ſaid Parties, their or either of their Executors or Adminiſtrators which is hereby agreed, ſhall be hindred by neither of the ſaid Parties. **And further**, That if and as often as the ſaid Parties, which ſo ſhall be named and choſen Arbitrators as aforeſaid, ſhall not make their Award of, and concerning the Matters and Buſineſſes which ſo ſhall be referred to them as aforeſaid, within twenty Days next after ſuch Reference made to them, That then and ſo often the ſame Controverſy, Doubt and Queſtion which ſhall have ſo ariſen and happened, ſhall be referred to ſuch a Man as by the ſaid Arbitrators ſhall be named and choſen Umpire, to hear, diſmiſs, end and determine all and every the ſaid Differences. And whatſoever Award, Umpirage and Judgment, ſhall be by the ſaid Umpire made and ſet down in Writing, under his Hand and Seal, of, and concerning the ſaid Matters, Suits and Differences which ſo ſhall be referred to him by the ſaid Arbitrators, within twenty-five Days after ſuch Reference, either of the ſaid Parties to theſe Preſents, ſo far as to the Part and Behalf of himſelf reſpectively, his reſpective Executors or Adminiſtrators reſpectively, according to the true Meaning of theſe Preſents, doth, or ſhall belong or appertain, Doth

If the Arbitrators agree not, then they are to chuſe one other Perſon to make the Umpirage.

hereby covenant and promiſe, to and with the other of them, his Executors and Adminiſtrators, truly to ſtand to, perform, abide and accompliſh the ſame from Time to Time, without any further Suit or Trouble.

In Witneſs, &c.

A Deed of Diſſolution of a Copartnerſhip of a Mercer.

This Indenture Tripartite made, *&c.* between Sir *E. W.* Knight, of the firſt Part, *G. C.* of the ſecond Part, and *T. D.* of the third Part, **Whereas** the ſaid Sir *E. W.* together with *W. P.* late Citizen now deceaſed, and the ſaid G. *C.* and *T. D.* by their Indenture of Copartnerſhip, bearing Date the, *&c.* for the Conſiderations therein mentioned, Did mutually covenant and agree to become and continue Copartners and Joint Traders together, in the Art or Myſtery of Mercers, and in the Buying and Selling of Velvets, Sattins, Silks, Stuffs and other Wares and Merchandizes, Goods and Commodities incident and belonging to the Trade of a Mercer, from the Day of the Date of the ſaid Indenture, for the Term of five Years then next enſuing, if the ſaid Partners or any three or two of them ſhould ſo long live, under ſuch Covenants, Articles, Conditions and Agreements as in the ſaid Indenture of Copartnerſhip are contained, whereunto Relation being had, may more fully and at large appear. **And Whereas** the ſaid Partners, purſuant to the ſaid Indenture and Articles, did enter upon and continue the thereby intended Joint Dealing for ſeveral Years; but

March 14. 1688.

Recital of the Copartnerſhip for five Years. To continue if any three of them ſhould ſo long live.

W. P. dies, and his Joint Stock of 1350 *l.* to be paid by the ſurviving Parties.

but in the Life-time of the ſaid *W. P.* (that is *to* ſay) on the, *&c. Anno Dom. &c.* It was agreed between all the ſaid Partners, That the Share and Intereſt of him the ſaid *W. P.* in the ſaid Joint Stock and Trade, to be paid by the three other Partners, unto him, his Executors, Adminiſtrators and Aſſigns, did amount in Value to the Sum of 1350 *l.* of lawful, *&c.* whereof no Part was paid unto the ſaid *W. P.* in his Life-time, but the ſame remaineth as a Debt upon the ſaid Joint Stock and Trade.

They continue their Copartnerſhip ſeven Days longer than their Time.

And whereas after the Time limited for the Determination of the ſaid Copartnerſhip was expired, the ſaid ſurviving Partners did continue their Joint Trade for the Space of ſeventeen Days, (*viz.*) unto the 29th Day of *September* laſt paſt before the Date of theſe Preſents, And the ſaid Parties have now agreed to ſurceaſe, and have actually put an End to all further Joint Dealing, and have in an amicable manner admeaſured, ſhared and divided the ſeveral Wares, Goods, Merchandizes and Commodities, of, and belonging to the ſaid Joint Trade, which Diviſion, Admeaſurement and Allotment, they do hereby ratify and confirm.

And then amicably divided their Joint Stock.

And now ratify the ſame.

And for as much as the ſaid Sir *E. W.* hath ſince ſuch Admeaſurement and Diviſion, purchaſed as well the Share and Part of him the ſaid *T. D.* of the ſaid Goods and Wares, as alſo his Share, Part and Proportion of, and in all the ready Monies and Debts due and owing to the ſaid Joint Trade, and of and belonging thereunto, and which by the ſaid Indenture of Copartnerſhip were in any wiſe to be divided and ſhared between the ſaid Parties, and is to pay and ſatisfy his the ſaid *T. D*'s Share of all Debts and Duties due and payable, for or by reaſon of the ſaid Joint Trade, and to indempnify him and the ſaid *G. C.* and his and their

T. D. ſells his Part of the divided Stock, *&c.* to Sir *E. W.*

Executors and Adminiſtrators therefrom and from all other Troubles and Damages which may ariſe by reaſon of the ſaid Joint Trade, ſo far forth as relates to the ſeveral Shares of the ſaid Sir *E. W.* and of the ſaid *T. D.* **And Whereas** the ſaid Sir *E. W.* and *G. C.* have made a conſiderable Progreſs in the Payment of the Debts due and owing by them upon Accompt of their ſaid Joint Trade, and do reſolve to proceed therein ſo that the ſame may be fully paid off and diſcharged on or before the, *&c.* which ſhall *&c.* according to ſuch Proportion as aforeſaid, (that is to ſay) two Parts thereof (the whole in three equal Parts to be divided) to be paid by the ſaid Sir *E. W.* his Executors and Adminiſtrators; and the other third Part thereof by the ſaid *G. C.* his Executors or Adminiſtrators: And the better to enable them to raiſe Money to pay their Debts, they, the ſaid Sir *E. W.* and *G. C.* have, before the Date hereof, made a Diviſion or Allotment of the ſeveral Debts, Sum and Sums of Money to them, and their ſaid other Partners due and owing, upon Accompt of their ſaid Joint Trade, and upon their Diviſion and caſting of Lots for the ſame, ſuch, and ſo many Debts, Sum and Sums of Money as are mentioned in the Schedule hereunto annexed, called or intitled, a Schedule of ſuch Debts as are fallen to the Share, or Lot of Sir *E. W.* And ſuch, and ſo many Debts, Sum and Sums of Money as are mentioned in the Schedule hereunto annexed, (ſtiled, a Schedule of ſuch Debts as are fallen to the Lot or Share of *G. C.*) are actually truly, and indifferently fallen to the Lot and Share of the ſaid *G. C.* **Now this Indenture Witneſſeth,** that for the Confirmation of the ſeveral Agreements, Lots, Shares and Diviſions of the ſaid

Sir *E. W.* and *G. C.* agree to pay off all Debts, *viz.* two Parts of three Sir *E. W.* is to pay, and one third Part *G. C.* is to pay.

And to enable them they have divided their ready Money and Debts, and caſt Lots for the ſame, each Party to have a Schedule of the ſame.

Sir *E. W.* and *T. D.* releaſe to *G. C.* all Claim to the Dividend of the Money, Goods, Debts, &c. which before ſuch Dividend belonged to the Joint Stock.

ſaid Parties to theſe Preſents, and for Prevention of all future Differences, and the Occaſions thereof between them, and their reſpective Executors and Adminiſtrators, the ſaid Sir *E. W.* (and alſo the ſaid *T. D.* at the ſaid Sir *E*'s Requeſt) for and in Conſideration of the Grant, Sale, Aſſignment and Releaſe of the ſaid *G. C.* hereby made unto the ſaid Sir *E. W.* have granted, bargained, ſold, aſſigned, releaſed and ſet over, and by theſe Preſents do, and either of them doth grant, bargain, ſell, aſſign, releaſe and ſet over unto the ſaid *G. C.* his Executors, Adminiſtrators and Aſſigns, all their, or either of their Share and Shares, Parts, Proportions, Right, Title, Intereſt, Property, Claim and Demand whatſoever, which they, or either of them, their or either of their Executors or Adminiſtrators, or any of them have, may, might, could, or of Right ought to have, or claim, by virtue of the ſaid Indenture of Copartnerſhip, or otherwiſe of, in, and to all and ſingular the Dividend, Share and Allotment of Goods, Wares, Merchandizes, Debts, Sum and Sums of Money ſo as aforeſaid already ſet out and allotted in Severalty unto the ſaid *G. C.* and which before ſuch Dividend were belonging to, and Part of the ſaid Joint Stock in Partnerſhip, and of the Proceed and Increaſe thereof. **To have and to hold** the ſaid granted, aſſigned and releaſed Premiſſes unto the ſaid *G. C.* his Executors, Adminiſtrators and Aſſigns, to and for his and their only proper Uſe and Benefit for ever.

The like Diſcharge from *G. C.* and *T. D.* to Sir *E. W.*

And the ſaid *G. C.* in Conſideration of the Premiſſes, and the ſaid *T. D.* in Conſideration of a certain competent Sum of lawful Money of *England*, to him the ſaid *T. D.* in Hand, at or before the Sealing and Delivery of theſe Preſents, by the ſaid Sir *E. W.* paid, **have** granted, bargained, ſold, aſſigned, releaſed and ſet over, and by theſe Preſents do, and either of them doth grant, bargain, ſell, aſſign, releaſe and ſet over unto the ſaid Sir *E. W.* his Executors, Adminiſtrators and Aſſigns, **All** their, and either of their Share and Shares, Parts, Proportions, Right, Title, Intereſt, Property, Claim and Demand whatſoever, which he, they, or either of them, their, or either of their Executors or Adminiſtrators, or any of them have, may, might, could, or of Right ought to have or claim by virtue of the ſaid Indenture of Copartnerſhip, or otherwiſe of, in, or to all or any the Goods, Wares, Merchandizes, Debts, Sum and Sums of Money, ſo as aforeſaid divided, ſet out and allotted in Severalty to them the ſaid Sir *E. W.* and *T. D.* and which, before ſuch Diviſion and Allotment were belonging to, and Part of the ſaid Joint Stock in Partnerſhip. **To have and to hold** the ſame, and every Part thereof unto the ſaid Sir *E. W.* his Executors, Adminiſtrators and Aſſigns, to and for the only proper Uſe and Benefit of him the ſaid Sir *E. W.* his Executors, Adminiſtrators and Aſſigns. **And foraſmuch** as ſeveral of the Debt or Debts, Sum or Sums of Money, which are fallen by Lot to the one of them, the ſaid Sir *E. W.* or *G. T.* now are due, or hereafter ſhall or may be thought fit to be ſecured by Bond or Bonds, or other Security or Securities, taken in the Joint Names of all the Parties to theſe Preſents, or in the Name or Names of any two or three of them, and not in the Name of him to whom the ſame are now by Lot fallen. **Theſe Preſents** therefore **Witneſs**, that the ſaid *G. C.* and *T. D.* in Conſideration of the Premiſſes have, and either of them hath aſſigned and ſet over, and by theſe

Preſents do, and either of them doth clearly and abſolutely aſſign and ſet over unto the ſaid Sir *E. W.* his Executors, Adminiſtrators and Aſſigns, all and every ſuch Bond or Bonds, ſecurity or Securities whatſoever, which are or ſhall be taken or executed for any Debt or Debts, Sum or Sums of Money, which have fallen to the Lot of the ſaid Sir *E. W.* and are mentioned in a Schedule for that Purpoſe hereunto annexed, and all the Intereſt, Property, Claim and Demand whatſoever of him the ſaid *G. C.* and *T. D.* their Executors and Adminiſtrators, of, in and to the ſame, **To have and to hold** the ſame, and the Monies thereupon due, and to be due unto him the ſaid Sir *E. W.* his Executors, Adminiſtrators and Aſſigns, without Accompt. And to the End the ſaid Sir *E. W.* his Executors, Adminiſtrators and Aſſigns, may have and receive the ſeveral Debt and Debts, and all and every other the Debts, Sum and Sums of Money in the Schedule hereunto annexed, mentioned, (intituled, a Schedule of ſuch Debts as are fallen to the Share or Lot of Sir *E. W.*) to his and their own proper Uſe and Behoof, they the ſaid *G. C.* and *T. D.* have for themſelves, their Executors and Adminiſtrators, ordained, conſtituted, deputed, authorized, and in their Place and Stead put, and by theſe Preſents do, for them their ſeveral and reſpective Executors and Adminiſtrators, ordain, conſtitute, depute, authorize, and in their Place and Stead put the ſaid Sir *E. W.* his Executors, Adminiſtrators or Aſſigns, the true and lawful Attorney and Attornies of them the ſaid *G. C.* and *T. D.* their Executors and Adminiſtrators, jointly with the ſaid Sir *E. W.* his Executors or Adminiſtrators, to ask, demand, ſue for, recover, receive, and take of all and every of the Perſon or Perſons named in the ſaid

G. C. and *T. D.* aſſign all their Intereſt in any Bills, Bonds, *&c.* jointly taken in their Names, and which are mentioned in the Schedule above, to the ſaid Sir *E. W.*

And make him their Attorney.

ſaid Schedule, their reſpective Executors and Adminiſtrators, all and every the Sum and Sums of Money, from them and every of them reſpectively due and owing, with Damages for forbearance thereof. And for the ſame or any Part thereof, in the Joint or ſeveral Names of the Parties to theſe Preſents, to give, ſeal and execute Acquittances or other Diſcharges, and to make Compoſitions for all or any the ſaid ſeveral Debt or Debts at Pleaſure. And further, in the Name or Names of the ſaid *G. C.* and *T. D.* their Executors and Adminiſtrators, jointly with the ſaid Sir *E. W.* his Executors or Adminiſtrators, or otherwiſe as Counſel ſhall adviſe, to do, ſay, execute, proſecute, conclude and finiſh all and every other reaſonable and lawful Thing and Things, Device and Devices in the Law whatſoever, for the Recovery and Receipt of the ſaid ſeveral Debt and Debts, Sum and Sums of Money, with Damages as aforeſaid, as amply and effectually as if the ſaid *G. C.* and *T. D.* their Executors or Adminiſtrators were actually preſent, and ſhould do the ſame in their own Perſons, jointly with the ſaid Sir *E. W.* his Executors or Adminiſtrators, or Aſſigns, **All** which they do hereby ratify and confirm. **And further**, The ſaid *G. C.* and *T. D.* (that is to ſay) either and each of them ſeverally, and not jointly, and each for his ſeveral Executors and Adminiſtrators, and not one for the Executors or Adminiſtrators of the other, doth covenant, promiſe and grant to and with the ſaid Sir *E. W.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that they the ſaid *G. C.* and *T. D.* have not received any of the Debts in the ſaid Schedule, or Lot of Debts of the ſaid Sir *E. W.* hereunto annexed, nor ſhall or will they the ſaid *G. C.* or *T. D.* their Executors or Admini-

G. C. and *T. D.* covenant ſeverally with Sir *E. W.* that they have not received any of the ſaid Debts. Nor releaſed any of them, nor make void the Powers herein given.

Adminiſtrators, or any of them, receive, releaſe or diſcharge the ſame, or revoke, countermand or make void the Powers and Authorities hereby granted, or diſown, releaſe or diſcontinue any Accord or Suit to be brought or commenced, purſuant thereunto, without the Licenſe and Conſent of the ſaid Sir *E. W.* his Executors, Adminiſtrators or Aſſigns, firſt had in Writing. **And** foraſmuch as ſeveral of the Debt or Debts, Sum and Sums of Money which are fallen by Lot to the one of them the ſaid Sir *E. W.* or *G. C.* now are due (or hereafter ſhall or may be thought fit to be ſecured by Bond or Bonds, or other Security or Securities taken, or to be taken in the Joint Names of all the Parties to theſe Preſents, in the Name or Names of any two or three of them, and not in the Name of him to whom the ſame are by Lot fallen. **Theſe Preſents** therefore further witneſs, That the ſaid Sir *E. W.* and *T. D.* in Conſideration of theſe Premiſſes. **Have** and either of them hath aſſigned and ſet over, and by theſe Preſents do, and either of them doth, clearly and abſolutely aſſign and ſet over unto the ſaid *G. C.* his Executors, Adminiſtrators and Aſſigns, **All** and every ſuch Bond or Bonds, Security or Securities whatſoever, which are or ſhall be taken or executed for any Debt or Debts, Sum or Sums of Money which have fallen to the Lot of the ſaid *G. C.* and are mentioned in a Schedule for that Purpoſe hereunto annexed, and all the Intereſt, Property, Claim and Demand whatſoever of them the ſaid Sir *E. W.* and *T. D.* their Executors and Adminiſtrators, of, in and to the ſame, **To have and to hold** the ſame, and the Monies thereupon due and to be due unto him the ſaid *G. C.* his Executors, Adminiſtrators and Aſſigns,

Sir *E. W.* and *T. D.* aſſign all Bonds and Securities to *G. C.* which are fallen to him by Lot.

Aſſigns, without Accompt for ever. And to the End the ſaid *G. C.* his Executors and Adminiſtrators and Aſſigns, may have and receive the ſaid ſeveral Debt and Debts, and all and every other the Debts, Sum and Sums of Money in the Schedule hereunto annexed, mentioned (intituled a Schedule of ſuch Debts as are fallen to the Share or Lot of the ſaid *G. C.*) to his and their own proper Uſe and Behoof. They the ſaid Sir *E. W.* and *T. D.* have for themſelves, their Executors and Adminiſtrators, ordained, conſtituted, deputed, authorized, and in their Place and Stead put, and by theſe Preſents do, for them, their reſpective Executors and Adminiſtrators, ordain, conſtitute, depute, authorize, and in their Place and Stead put the ſaid *G. C.* his Executors, Adminiſtrators and Aſſigns, the true and lawful Attorney and Attornies of them the ſaid Sir *E. W.* and *T. D.* their Executors and Adminiſtrators, in their Names jointly, with the ſaid *G. C.* his Executors or Adminiſtrators, to ask, demand, ſue for, recover, receive and take of all and every the Perſon and Perſons named in the ſaid Schedule, their reſpective Executors and Adminiſtrators, all and every the Sum and Sums of Money, from them and every of them reſpectively due and owing, with Damages for the Forbearance thereof, And for the ſame, or any Part thereof, in the joint or ſeveral Names of the Parties to theſe Preſents, to give, ſeal and execute Acquittances, or other Diſcharges, and to make Compoſitions for all or any the ſaid ſeveral Debt or Debts at Pleaſure, and further, in the Name or Names of the ſaid Sir *E. W.* and *T. D.* their Executors and Adminiſtrotors, jointly with the ſaid *G. C.* his Executors or Adminiſtrators, or otherwiſe

And make him their Attorney.

as Counſel ſhall adviſe, to do, ſay, execute, proſecute, conclude and finiſh all and every other reaſonable and lawful Thing and Things, Device and Devices in the Law whatſoever, for the Recovery and Receipt of the ſaid ſeveral Debt and Debts, Sum and Sums of Money, with Damages as aforeſaid, as amply and effectually as if the ſaid Sir *E. W.* and *T. D.* their Executors or Adminiſtrators were actually preſent, and ſhould do the ſame in their own Perſons jointly with the ſaid *G. C.* his Executors, Adminiſtrators or Aſſigns, all which they the ſaid Sir *E. W.* and *T. D.* hereby ratify and confirm. **And further,** The ſaid Sir *E. W.* and *T. D.* (that is to ſay) each and either of them ſeverally, and not jointly, and each for his ſeveral Executors and Adminiſtrators, and not one for the other, nor the Executors or Adminiſtrators of the other, doth covenant, promiſe and grant to and with the ſaid *G. C.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That they the ſaid Sir *E. W.* and *T. D.* have not received any of the Debts in the ſaid Schedule or Lot of Debts of the ſaid *G. C.* annexed, mentioned, nor ſhall or will they the ſaid Sir *E. W.* and *T. D.* or either of them, their or either of their Executors or Adminiſtrators, or any of them, receive, releaſe or diſcharge the ſame, or revoke, countermand, or make void the Powers and Authorities hereby granted, or diſown, or releaſe, or diſcontinue any Action or Suit to be brought or commenced purſuant hereunto, without the Licenſe and Conſent of the ſaid *G. C.* his Executors, Adminiſtrators or Aſſigns, firſt had or obtained in Writing. **And** it is mutually and reciprocally covenanted and agreed, by and between the ſaid Sir *E. W.* and *G. C.* each for himſelf, his reſpective Executors

And ratify the ſame.

Sir *E. W.* and *T. D.* covenant, that they have not received any of the Debts in the Schedule mentioned of the ſaid *G. C.* Nor diſcharged any of them.

Nor will make void the Powers herein given.

cutors and Adminiſtrators, to and with the other of them, his Executors and Adminiſtrators, by theſe Preſents, (that is to ſay) That all the Debt-Books and Shop-Books, of and belonging to the ſaid Joint Trade, and all Receipts, Acquittances and Diſcharges of Monies paid for, and on the ſaid Joint and partable Accompt, be brought to, and do remain in the Shop or Houſe of the ſaid Sir *E. W.* known by the Name or Sign of the *&c.* in ſome convenient and ſecure Place, to which the ſaid *G. C.* is to have a Key, and liberty of free Acceſs and Reſort, when and ſo often as he ſhall think fitting at convenient Times in the Day-time, to inſpect, view, tranſcribe, and caſt up the ſame, for and during the Space of Ninety-nine Years next enſuing the Date of theſe Preſents, if he the ſaid Sir *E. W.* ſhall ſo long live. And in Caſe the ſaid Sir *E. W.* happen to die within the Time aforeſaid, Then the ſaid Books, Papers and Writings, to be delivered to, and remain with *A. M.* Stationer, *W. W.* Mercer, and *T. S.* Druggiſt, or the Survivors or Survivor of them, or ſuch of them, as the Executors or Adminiſtrators of the ſaid Sir *E. W.* ſhall think fit, for the common Uſe of the ſaid Executors or Adminiſtrators, and of the ſaid *G. C.* his Executors and Adminiſtrators, during the Time aforeſaid. And the ſaid Sir *E. W.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *G. C.* his Executors and Adminiſtrators, by theſe Preſents, That he the ſaid Sir *E. W.* his Executors or Adminiſtrators, ſhall and will, on or before the 29th Day of *September*, which will be in the Year of our Lord God, 1689, pay and ſatisfy unto all and every Perſon and Perſons, to whom any Debt or Duty is or ſhall be due and owing, for and on the Accompt of the ſaid

Each Party covenants, that all the Debt-Books, Shop-Books, and Acquittances belonging to the Trade, ſhall be brought to the Houſe of Sir *E. W.* and that *G. C.* ſhall have a Key to the Room, and free Acceſs.

Sir *E. W.* covenants to pay his two Parts of the Debts within a limited Time, and ſave harmleſs *G. C.* from the ſame.

Joint Trade, two full and equal third Parts, (the Whole in three equal Parts to be divided) of all and every ſuch Debt or Duty, and ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indempnified the ſaid *G. C.* his Executors and Adminiſtrators, and his and their Goods, Chattels, Lands and Tenements, of and from all Actions, Suits, Judgments, Executions, Attachments, Coſts, Charges and Damages whatſoever, which ſhall or may accrue or happen, or which the ſaid *G. C.* his Executors or Adminiſtrators, ſhall or may ſuſtain, or be put unto, for or by reaſon of the Non-payment of the ſaid two third Parts of ſuch Debt or Duty by the Time aforeſaid, or ſooner *(the like Covenant from the ſaid* G. C. *to Sir* E. W. *to pay one third Part of the Debts)* And the ſaid Sir *E. W.* for himſelf, his Executors and Adminiſtrators, doth further covenant, promiſe and agree, to and with the ſaid *G. C.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid Sir *E. W.* ſhall and will, at any Time, and from Time to Time during his Natural Life, at the Requeſt, Coſts and Charges of the ſaid *G. C.* his Executors or Adminiſtrators, produce and ſhew the Shop-Books, Books of Accompt, and all or any the Receipts or Accompts of, or belonging to the ſaid Joint Trade, unto, and for the Benefit of the ſaid *G. C.* his Executors or Adminiſtrators, in any Court of Law or Equity, for the Proof, Evidence and Manifeſtation of any Debt or Duty, or the Diſcharge and Exoneration of the ſaid *G. C.* his Executors or Adminiſtrators, of and from any Demand of, or belonging to the ſaid Joint Trade. And for as much as ſeveral Debts of, and belonging to the ſaid Joint Trade, and which are due and owing to the ſaid Sir *E. W.* and *G. C.* in reſpect thereof

Sir *E. W.* covenants to produce the Shop-Books in any Court, when *G. C.* ſhall require it.

thereof, could not by reaſon of ſeveral Circumſtances relating to ſuch Debts, properly fall under ſuch general Allotment and Diviſion, as hath been made of the ſaid other Debts, but do remain undivided, and the ſame are particularly mentioned and ſet down in a Schedule for that Purpoſe hereunto annexed, called or intituled, A Schedule of the Debts remaining undivided. Now it is mutually agreed, by and between all the Parties to theſe Preſents, for them, their Executors and Adminiſtrators, That the ſaid ſeveral undivided Debt and Debts, as the ſame can be received and gotten in, ſhall be ſhared and divided by and between the ſaid Sir *E. W.* and *G. C.* their Executors and Adminiſtrators, (*viz.*) two full equal third Parts thereof, (the Whole in three equally to be divided) ſhall be had and received by the ſaid Sir *E. W.* his Executors and Adminiſtrators; and the other full third Part thereof, by the ſaid *G. C.* his Executors and Adminiſtrators, The ſame to be accordingly paid to the ſaid Parties, or applied towards Satisfaction of the Debts by them due and owing in Pro~~portion as aforeſaid. And that~~ the Charges of recovering and receiving of the ſaid ſeveral undivided Debts ſhall be born and ſuſtained by and between the ſaid Sir *E. W.* and *G. C.* their reſpective Executors and Adminiſtrators, according to the Proportions aforeſaid, (that is to ſay) two full and equal third Parts thereof, by the ſaid Sir *E. W.* his Executors and Adminiſtrators, and the other third Part thereof by the ſaid *G. C.* his Executors and Adminiſtrators. **And laſtly**, It is mutually covenanted, concluded and agreed, by and between the ſaid Sir *E. W.* and *G. C.* and each for himſelf, his Executors and Adminiſtrators, doth mutually and reciprocally covenant,

The undivided Debts when receiv'd two thirds to be paid to Sir *E. W.* and one third to *G. C.*

The Charges of collecting the ſame, to be in Proportion to their Parts.

They mutually covenant, that if either Party brings an Action or Suit for any Debt in their Lot, the other ſhall ſave them harmleſs,

grant and agree, to and with the other of them, his Executors and Adminiſtrators, by theſe Preſents, that either Party cauſing any Action or Suit to be brought for any Debt in his particular Lot or Share of Debts in his Schedule of Debts hereunto annex'd, mentioned, his Executors and Adminiſtrators, ſhall and will ſave, defend, *&c.* the other of them, his Executors and Adminiſtrators, and his and their Goods, Chattles, Lands and Tenements, of and from all Actions, Suits, Coſts, Charges and Damages which ſhall ariſe or happen, for or by reaſon of the Non-proſecuting, or undue proſecuting any ſuch Action or Suit.

In Witneſs, &c.

A Deed

A Deed reciting that Feoffees Names were uſed only in Truſt for a third Perſon, now by this Deed the Surviving Truſtee declares the Truſt, and conveys the Premiſes according to the Directions of the Ceſtui que Truſt.

This Indenture *Tripartite* made, *&c.* Between *T. R.* of, *&c* of the firſt Part, *M. A.* of, *&c.* and *J. H.* of, *&c.* Eldeſt Son and Heir Apparent of the ſaid *M. A.* by *R. H.* her former Husband deceaſed, of the ſecond Part, *N. D.* and *J. R.* both of, *&c. R. B. &c.* and *W. M. &c.* of the third Part: **Whereas** *R. H.* of, *&c. J. H.* of, *&c. J. H.* of, *&c. N. H.* of, *&c.* and *N. S.* his Wife, *R. B.* alias *L.* of, *&c.* and *A.* his Wife, by Indenture bearing Date, *&c.* and by Fine duly levied of or in *Michaelmas* Term following, or other good Aſſurance and Conveyance in the Law, for and in Conſideration of the Sum of, *&c* of Lawful, *&c.* to them the ſaid *R. H. J. H. J. H. N H. R. B.* alias *L.* and *T. A. &c.* ſince deceaſed, and the aforeſaid *T. R.* paid, or mentioned to be paid, did grant, bargain, ſell, alien, enfeoff, releaſe and confirm, or otherwiſe convey and aſſure unto the ſaid *T. A.* and *T. R.* and their Heirs, all, *&c.* **To have and to hold** unto the ſaid *T. A.* and *T. R.* their, *&c.* for ever to his and their own proper Uſe and Behoof for evermore. **And whereas** a Term of Ninety-nine Years of or in the ſaid Premiſſes, by Indorſment or Aſſignment indorſed, bearing Date, *&c.* written or indorſed on the Back of an Indenture of Aſſignment of the ſame Term, bearing

6 April 1696.

Recital of the Purchaſes.

Parcels.

ing Date, *&c.* was for the Conſiderations in ſuch Indorſment mentioned by the Direction and Appointment of the ſaid *R. H. J. H. J. H.* and *N. H.* bargained, ſold, transferred, aſſigned, and ſet over by *A. R. &c.* unto *T. D.* of, *&c.* his Heirs, Executors, Adminiſtrators and Aſſigns, **In Truſt** that the ſaid Term and Eſtate ſhould be kept on Foot, to attend the Reverſion and Inheritance of the ſaid Premiſſes to be thereafter veſted in the ſaid *T. A.* and *T. R.* and their Heirs. **And**

Recital. **Whereas** *A. G.* of, *&c.* and *A.* his Wife, by Indenture bearing Date, *&c.* by Fine duly levied in *Michaelmas* Term following, or other good Aſſurance and Conveance in the Law did, for and in Conſideration of the Sum of, *&c.* of lawful, *&c.* to him the ſaid *A. G.* by the ſaid *T. A.* and *T. R.* paid, or mentioned to be paid, grant, bargain, ſell, alien, releaſe, enfeoff and confirm unto the ſaid *T. A.* and *T. R.* and their Heirs, **All,** *&c.* **To have and to hold** unto the ſaid *T. A.* and *T. R.* their Heirs and Aſſigns for ever, to his and their own proper Uſe and Behoof for evermore, as by the ſaid Indentures, Indorſment and Fines, Relation being thereunto reſpectively had, may more fully and at large appear. **And Whereas** the ſaid ſeveral Sums of, *&c.* to and, *&c.* mentioned as the Conſiderations of the ſaid ſeveral recited Indentures of Releaſe and Confirmation, were the proper Monies of the ſaid *M. A.* and the Names of the ſaid *T. A.* deceaſed, and *T. R.* were and are reſpectively uſed in the ſaid Indentures and Fines, only in Truſt for her the ſaid *M. A.* her Heirs and Aſſigns. and that they, and the ſaid *T. D.* were no otherwiſe intereſſed or concerned therein, ſave as Truſtees for the ſaid *M. A.* and her Heirs. **And whereas** by the Death of the ſaid *T. A.* the Truſt of the ſaid

Premiſſes, and the Reverſion and inheritance thereof is wholly devolved to, and veſted in the ſaid *T. R.* by Survivorſhip, and his Heirs. **Now this Indenture witneſſeth**, that as well for the Declaration of the ſaid Truſt, and the ſetling, eſtabliſhing and aſſuring of the ſaid ſeveral Eſtates and Premiſſes, to and for ſuch Uſes, Intents and Purpoſes as are herein after limited, expreſſed and declared, as alſo for and in Conſideration of the Sum of five Shillings of lawful, *&c.* to him the ſaid *T. R.* in Hand, at or before the Sealing and Delivery of theſe Preſents, by the ſaid *N. D.* and *J. R.* well and truly paid, the Receipt whereof he the ſaid *T. R.* doth hereby acknowledge, and himſelf to be therewith fully ſatisfied and paid; he the ſaid *T. R.* at the Requeſt, and by the Direction, Nomination and Appointment of the ſaid *M. A.* teſtified by her being made a Party to theſe Preſents, and by her Sealing and Delivery hereof, hath granted, bargained, ſold, aliened, enfeoffed, releaſed and confirmed, and by theſe Preſents doth fully, freely, clearly, and abſolutely grant, bargain, ſell, alien, enfeoff, releaſe and confirm unto the ſaid *N. D.* and *J. R.* and their Heirs (in the actual Poſſeſſion of them the ſaid *N. D.* and *J. R.* now being, by vertue of a Bargain and Sale for the Term of one Year, to them made and executed by the ſaid *T. R.* by Indenture bearing Date, *&c.* next before the Day of the Date of theſe Preſents, and by Force of the Statute made for transferring of Uſes into Poſſeſſion) All, *&c.* (the before mentioned Premiſſes) **To have and to hold** the ſaid Meſſuage or Tenement, with its Appurtenances, and the ſaid ſeveral Fields, Cloſes, Pieces or Parcels of Arable, Meadow and Paſture Land, and all and ſingular other the Hereditaments and Premiſſes herein or hereby meant,

Now for declaring the Truſt and ſetling the Premiſſes, the ſurviving Truſtee by the Direction of the Ceſtui-que Truſt, conveys to two Truſtees and their Heirs.

Habend.

meant, mentioned or intended ſo to be, and every of them, and every Part and Parcel of the ſame, with their and every of their Appurtenances, unto the ſaid *N. D.* and *J. R.* and the Survivor of them, and the Heirs of ſuch Survivor for ever, In Truſt nevertheleſs, and to and for the ſeveral Uſes, Intents and Purpoſes herein after limited, expreſſed and declared, (that is to ſay) In Truſt that they the ſaid *N. D.* and *J. R.* and the Survivor of them, and the Heirs of ſuch Survivor ſhall ſtand and be ſeiſed of the ſaid ſeveral Meſſuages, Lands, Hereditaments and Premiſſes, and every Part and Parcel of the ſame, To and for the Uſe of the ſaid *M. A.* for and during the Term of her Natural Life, without Impeachment of, or for any manner of Waſte, And from and after her Deceaſe, To and for the Uſe and Behoof of the ſaid *R. B.* and *W. M.* and the Survivor of them, and the, *&c.* of ſuch Survivor, for and during the Term of Ninety Years, from thence next enſuing, and fully to be compleat and ended. Upon ſpecial Truſt and Confidence nevertheleſs in them the ſaid *R. B.* and *W. M.* and the Survivor of them, and the, *&c.* of ſuch Survivor had and repoſed, That they do and ſhall, out of the Rents, Iſſues and Profits, of all and ſingular the ſaid Premiſſes, pay unto the proper Hands of *J. W.* Wife of *E W.* and one of the Daughters of the ſaid *M. A.* the yearly Sum of 5 *l.* of lawful, *&c.* to and for her own proper and ſeparate Uſe and Benefit, without her Husband, whether ſhe ſhall happen to be ſole or under Coverture, for and during the Term of her Natural Life (if the ſaid Term ſhall ſo long continue) by two equal half yearly Payments, *(viz.)* The firſt half yearly Payment to commence and be paid at ſuch of the ſaid Feaſts as ſhall happen next

To the ſeveral Truſts and Uſes following, (*viz.*) In Truſt to ſtand ſeiſed to the Uſe of the Ceſtui que Uſe for Life, and after her Deceaſe,

To the Uſe of two other Truſtees for Ninety-nine Years.

Upon Truſt that the Truſtees of the Term ſhall out of the Profits pay an Annuity of 5 *l. per Annum*, to *J.* the Wife of *E. W.* for her Life, for her own ſeparate Uſe without her Husband.

after the Deceaſe of the ſaid *M. A.* of which the preſent Husband of the ſaid *J. W.* or any after taken Husband, to have no Controul or Diſpoſal, And therefore, that her Receipt without her Huſband, ſhall be a good and ſufficient Diſcharge. And upon this further Truſt and Confidence in them the ſaid *R. B.* and *W. M.* and the Survivor of them, and the, *&c.* of ſuch Survivor had and repoſed, That he and they do and ſhall, by and out of the Rents, Iſſues and Profits of the ſaid Premiſſes, pay unto the proper Hands of *A. D.* Wife of *R. D.* and Siſter of the ſaid *M. A.* the yearly Sum of 5 *l.* of lawful, *&c.* to and for her proper and ſeparate Uſe and Benefit without her Husband, whether ſhe ſhall happen to be ſole or under Coverture, for and during the Term of her Natural Life, (if the ſaid Term ſhall ſo long continue) by two equal half yearly Payments, (*viz.*) at the Feaſts of Saint *Michael* the Archangel, and the Annunciation of the Bleſſed Virgin *Mary*, The firſt half yearly Payment to commence and to be made at ſuch of the ſaid two Feaſts as ſhall happen next after the Deceaſe of the ſaid *M. A:* of which the preſent Husband of the ſaid *A. D.* or any after taken Husband, to have no Controul or Diſpoſal, And therefore, that the Receipt of her the ſaid *A. D.* without her Husband, ſhall be a ſufficient Diſcharge. And upon this further Truſt and Confidence in them the ſaid *R. B.* and *W. M.* and the Survivor of them, and the, *&c.* of ſuch Survivor, had and repoſed, That he and they, do and ſhall, by and out of the Rents, Iſſues and Profits of the ſaid Premiſſes, And by Leaſe, Aſſignment or Sale thereof, for the whole Term aforeſaid of Ninety-nine Years, or any leſſer Term or Number of Years ſubject to the aforeſaid

And upon Truſt to pay another Annuity.

And to pay ſeveral Sums mentioned in a Schedule.

aforeſaid ſeveral Annual Sums, raiſe and pay the ſeveral other Sum and Sums of Money in the Schedule indented hereunto annexed, mentioned to the ſeveral Perſon and Perſons therein named, (The Sum to every Perſon reſpectively to be paid, being charged oppoſite to the Name of every ſuch reſpective Perſon) within the Space of twelve Months next after the Deceaſe of the ſaid *M. A.* Provided nevertheleſs and upon this Condition, that immediately from and after the Raiſing and Payment of the ſaid Annual other Sums of Money, according to the Truſts aforeſaid, and the Sealing and Determining the Annual Payments. Or if the ſaid *J. H.* his Heirs or Aſſigns, ſhall ſatisfy and pay the ſaid Annual and other Sums aforeſaid, to the Perſon and Perſons, and within the Time above for that Purpoſe limited, together with the reaſonable Coſts and Charges of the ſaid Truſtees, in and about the Execution and Performance of the ſaid ſeveral Truſts. That then and from thenceforth the ſaid Term and Eſtate ſo limited in Uſe as aforeſaid, unto the ſaid *R. B.* and *W. M.* ſhall ceaſe, determine, and be utterly void to all Intents and Purpoſes as if the ſame had never been made, limited, created or appointed, any Thing herein contained, or other Limitation, Appointment, Truſt, Law, Uſage, or other Matter or Thing whatſoever to the contrary thereof in any wiſe notwithſtanding. And from and after the Death of the ſaid *M. A.* and the Determination, Expiration and other Avoidance of the ſaid Uſe and Term of Ninety-nine Years herein before limited to the ſaid *R. B.* and *W. M.* to and for the Uſe and Behoof of the ſaid *J. H.* his Heirs and Aſſigns for ever, ſubject to the Proviſo here under written. Provided laſtly, and

A Proviſo, That after Payment of the Annual and other Sums of Money, or the Reverſion-man pay the ſame, with the Truſtees Charges, then the Term to ceaſe.

And from and after the Death of the Tenant for Life, and the Determination of the Term.

To the Uſe of *J. H.* in Fee.

A Power of Revocation.

it is hereby declared by and between all the Parties to theſe Preſents, to be the true Intent and Meaning of them, and every of them, and of theſe Preſents, That it ſhall and may be lawful to and for the ſaid *M. A.* from Time to Time, and at all Times hereafter, during her Natural Life, by any Deed or Deeds, Will or Wills in Writing, or any Writing purporting to be her laſt Will and Teſtament, or any other Deed or Writing whatſoever, under her Hand and Seal, teſtified by three or more credible Witneſſes, to alter or change, revoke, annull and make void all or any the ſaid Uſes, Truſts, Term, or other Limitations, or any the Annual or other Sum or Sums of Money herein before, or in the Schedule hereunto annexed, mentioned; And any new or other Truſt, Term, Limitation, Charge, Sum and Sums of Money, to make, declare, limit, inſert, charge or appoint, or to ſell, deviſe or diſpoſe of the ſaid Premiſſes, or any Part thereof, and the Reverſion and Inheritance of the ſame, to any Perſon or Perſons, ſo as upon any ſuch Alteration, Change, Revocation, Annulling or making void of any the Uſes, Eſtates and Limitations herein before contained, And the Making, Declaring or Limiting of any other Truſt, Eſtate, Charge or Limitation. of or concerning the ſame Premiſſes, or any Part thereof, Or upon any Sale, Deviſe, or other Diſpoſal thereof, there be thereon, or thereby charged and ſecured the Sum of 150 *l.* of lawful, *&c.* to be paid unto the ſaid *J. H.* or his Aſſigns, within the Space of ſix Months next after the Deceaſe of the ſaid *M. A.* Theſe Preſents or any Thing herein contained, or other Matter or Thing whatſoever, to the contrary thereof in any wiſe notwithſtanding.

The ſurviving Truſtee covenants with the ſaid *M. A.* That (notwithſtanding any Act, Deed, Matter or Thing whatſoever by him at any Time heretofore done, committed or ſuffered to the contrary) at the Time of the Sealing and Delivery of theſe Preſents, he is ſeiſed of all and ſingular the ſaid Premiſſes, of a good, ſure, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimſimple, without any manner of Condition, Contingent, Proviſo or Limitation of Uſe or Uſes, Remainder, Reſtraint, Matter or Thing whatſoever, to determine, alter, change, make void, impeach or incumber the ſame, And that he ſhall continue ſo ſeiſed thereof, and of every Part thereof, until a good, perfect and abſolute Eſtate in Fee-ſimple, ſhall be thereof veſted in them the ſaid *N. D.* and *J. R.* their Heirs and Aſſigns, To the Uſes, and upon the Truſts, Intents and Purpoſes, and ſubject to the ſeveral Proviſoes and Conditions herein before mentioned, and according to the true Intent and Meaning of theſe Preſents. And alſo (that notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) he hath Power to grant, *&c.* **And further**, That the Premiſſes (notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) are free from Incumbrances.

A Covenant for further Aſſurance.

A Schedule indented to the Indenture annexed mentioned.

A Declaration of a Truſt upon a Mortgage aſſigned in Truſt.

TO **all People** to whom this preſent Writing ſhall come, I *R. H.* of *T.* *&c.* ſend Greeting, **Whereas** by Indenture *Tripartite*, of Mortgage and Aſſignment, bearing Date, *&c.* laſt paſt, before the Date of theſe Preſents, and made, or, *&c.* between *J. J.* *&c.* of the firſt Part, *J. T.* of, *&c.* Executors of the laſt Will and Teſtament of *R. T.* *&c.* deceaſed, and *J. W.* *&c.* and *E.* his Wife, Daughter of the ſaid *R. T.* of the ſecond Part, and Me the ſaid *R. H.* of the third Part, he the ſaid *J. J.* (being a Truſtee for the ſaid *R. T.*) for and in Conſideration of the Sum of 5 *s.* to the ſaid *J. J.* and of the Sum of, *&c.* to the ſaid *J. T.* and of the Sum of, *&c.* to the ſaid *J. W.* and *E.* his Wife, *J. T.* and *B. T.* or one of them therein mentioned, to be paid by me the ſaid *R. H.* Did (at the Requeſt, and by and with the Privity, Direction and Conſent as well of the ſaid *J. T.* and *B. T.* as of the ſaid *J. W.* and *E.* his Wife) bargain, ſell, aſſign and ſet over unto me the ſaid *R. H.* **All** that Piece or Parcel of Ground, with the Shop thereupon erected and built, ſituate, *&c.* **To have and to hold** the ſaid Piece or Parcel of Ground, Shop, and Premiſſes, unto me the ſaid *R. H.* my, *&c.* for and during all the Reſt and Reſidue then to come and unexpired, of a certain Term of Fifty-one Years leaſed of the ſaid Shop and Premiſſes, unto *H. T.* *&c.* by *W. W.* Eſq; (now Sir *William Whitelock*, Knight) then Treaſurer of, *&c.* by Indenture of Leaſe bearing Date the, *&c.* and afterwards aſſigned by the ſaid *H. T.* unto the ſaid

Recital of the Original Mortgage in Truſt.

The Truſtees and Executors, *&c.* of Ceſtui que Truſt.

Aſſignment to *R. H.*

clared, And the ſaid Indenture of Releaſe reciting, that the ſaid Sir *J. R.* on or about, *&c.* laſt paſt before the Date of the ſame Indenture, had ſurrendred into the Hands of the Lord of the Manor of, *&c.* certain Copyhold and Cuſtomary Meſſuages, Lands, Tenements and Hereditaments holden of that Manor in the ſaid Indenture of Releaſe particularly mentioned, to the Uſe of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and Uſes, as he the ſaid Sir *J. R.* by his laſt Will and Teſtament in Writing, or any other Deed or Writing ſealed and delivered in the Preſence of two or more credible Witneſſes, ſhould give, limit and appoint the ſame. And that the ſaid Sir *J. R.* on or about the, *&c.* laſt paſt, before the Date of the ſame Indenture of Releaſe had ſurrendred into the Hands of the Lord of the Manor of, *&c.* ſeveral Copyhold Lands and Hereditaments holden of that Manor in the ſame Indenture of Releaſe alſo particularly mentioned, To the Uſe of ſuch Perſon and Perſons, and for ſuch Eſtates and Purpoſes as he the ſaid Sir *J. R.* by his laſt Will and Teſtament in Writing, or any other Deed or Deeds in Writing, ſealed and executed in the Preſence of two or more credible Witneſſes, ſhould declare, nominate, limit and appoint; And that the ſaid Sir *Jonathan Raymond*, and the ſaid Dame *Anne* his Wife, on or about the, *&c.* had ſurrendred into the Hands of the Lords of the Manor of, *&c.* certain Copyhold and Cuſtomary Meſſuages, Lands and Hereditaments, holden of that Manor in the ſaid Indenture of Releaſe alſo particularly mentioned, To and for ſuch Uſe and Uſes, and of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, Terms and Intereſts as the ſaid Sir *J. L.* by his laſt Will and Teſtament in Writing, or by any other

And Copyhold Lands ſurrendred to the Lord of the Manor.

To ſuch Uſe as ſhall be declared by laſt Will in Writing, or other Deed, &c.

other Writing under his Hand and Seal, ſhould declare, limit or appoint: And the ſaid Indenture of Releaſe further reciting, That the ſaid Sir *J. R.* and Dame *A.* his Wife, on or about the, *&c.* had ſurrendred into the Hands of the Lord of the Manor of, *&c.* certain Copyhold and Cuſtomary Lands and Hereditaments, holden of that Manor in the ſaid Indenture of Releaſe particularly mentioned to ſuch Uſe and Uſes, and for ſuch Eſtate and Eſtates, and for and upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as he the ſaid Sir *J. R.* by his laſt Will and Teſtament in Writing, or by any other Writing under his Hand and Seal, ſhould likewiſe declare, limit and appoint, He the ſaid Sir *J. R.* in and by the ſaid Indenture of Releaſe, did declare, limit and appoint, that the ſaid ſeveral Surrenders as for and concerning the ſeveral Copyhold and cuſtomary Meſſuages, Lands and Tenements therein contained, ſhould be to the Uſe of him the ſaid Sir *J. R.* for his Life, and after his Death to the Uſe of the ſaid Dame *A.* his Wife for her Life, and after her Death to the Uſe of *J. R.* ſecond Son of the ſaid Sir *J. R.* and Dame *A.* his Wife for his Life, and after his Death to the Uſe of the ſaid *T. C. J. R. P. S. J. H. T. L.* and *N. D.* and their Heirs, upon and under ſeveral Truſts in the ſaid Indenture of Releaſe declared: In which ſaid Indenture of Releaſe there is contained a Proviſo in theſe Words following, (that is to ſay) **Provided** laſtly, and hereby it is further declared and agreed, by and between the ſaid Parties to theſe Preſents, That it ſhall and may be lawful to and for the ſaid Sir *J. R.* and Dame *A.* his Wife, jointly and together, and not otherwiſe, from Time to Time, and at all Times during their Joint Natural Lives by any Deed or Writing, Deeds or Writings

The Uſes declared.

With a Proviſo for Power of Revocation, *&c.* and to appoint and limit new or any other Eſtate, Uſes or Truſt, *&c.*

Writings under both their Hands and Seals, teſtified by three or more credible Witneſſes, to revoke, annull and make void all and every the Uſe and Uſes, Eſtate and Eſtates, Truſt and Truſts herein before limited, created or declared, of or concerning the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned, every or any of them: And any new or other Eſtate or Eſtates, Uſe or Uſes, Truſt or Truſts of, or concerning the ſame Premiſſes, whereof ſuch Revocation ſhall be ſo made to limit, appoint or declare by the ſame Deed or Deeds, Writing or Writings, or any other or others, as they the ſaid Sir *J. R.* and Dame *A.* his Wife, jointly together, ſhall think fit, Any Thing in theſe Preſents contained to the contrary thereof, in any wiſe notwithſtanding, as in and by the ſaid Fine of Record in their Majeſties Court of *Common Pleas* at *Weſtminſter*, and Indentures of Leaſe and Releaſe, may and do appear. **Now this Indenture witneſſeth**, That the ſaid Sir *J. R.* and Dame *A.* his Wife, in Purſuance of the ſaid Power to them reſerved, and in and by the ſaid Indenture of Releaſe, and of all and every other Power and Authority to them in any manner ſaved and reſerved, Have revoked, annulled and made void, and by this preſent Deed or Writing ſigned and ſealed by both of them together, in the Preſence of

The Revocation.

being four credible Witneſſes, do revoke, annull and make void All and every the Uſe and Uſes, Truſt and Truſts in and by the Indenture of Releaſe declared, of, or concerning all and every the Freehold and Copyhold, and cuſtomary Meſſuages, Farms, Lands, Tenements, Fee-Farm Rents, and other Rents and Hereditaments in the ſaid Indenture of Releaſe contained,

tained, and every of them. **And** this preſent Indenture further Witneſſeth, That they the ſaid Sir *J. R.* and Dame *A.* his Wife, have limited, appointed and declared, and by theſe Preſents do limit, appoint and declare, that the ſaid Fine and the ſaid Indentures of Leaſe and Releaſe, and the Eſtates thereby granted, as for and concerning all and ſingular the ſaid Freehold Meſſuages, Farms, Lands, Tenements, Fee-Farm Rents, and other Rents and Hereditaments in the ſaid Indentures of Leaſe and Releaſe contained, with their Appurtenances, ſhall from henceforth be and enure to, and for the ſeveral Uſes, Truſts, Intents and Purpoſes, and under and ſubject to the ſeveral Proviſoes, Conditions and Agreements herein after mentioned, expreſſed and declared, (that is to ſay) To the Uſe and Behoof of the ſaid Sir *J. R.* for and during the Term of his Natural Life, without Impeachment of, or for any manner of Waſte, and from and after his Deceaſe, to the Uſe of the ſaid Dame *A. R.* for and during the Term of her Natural Life, and from and after her Deceaſe, to the Uſe and Behoof of the ſaid *I. R.* Gent. in the ſaid Indenture of Releaſe named, ſecond Son of the ſaid Sir *J. R.* and Dame *A.* his Wife, for and during the Term of his Natural Life, without Impeachment of, or for any manner of Waſte, And from and after the End or other Determination of that Eſtate, to the Uſe of the ſaid *T. C.* and *J. R.* and their Heirs, for and during the Natural Life of the ſaid *J. R.* upon Truſt, only for the preſerving of the contingent Uſes and Eſtates herein after limited, from being deſtroyed or defeated and for that Purpoſe to make Entries, or bring Actions as Occaſion ſhall require: But after ſuch Entries made, or Actions brought to permit and ſuffer the ſaid *J. R.* to re-

And Appointment of new Truſts upon the old Settlement.

For Life of the Ceſtui que Truſt.

The Contingent Uſes preſerved.

ceive and take the Rents, and other Iſſues and Profits of the ſaid Freehold Meſſuages, Farms, Lands, Fee-Farm Rents, and other Rents and Hereditaments, with their Appurtenances, for and during the Term of his Natural, and from and after the Deceaſe of the ſaid *J. R.* then to the Uſe and Behoof of the firſt Son of the ſaid *J. R.* of his Body lawfully to be begotten, and the Heirs male of the Body of ſuch firſt Son lawfully iſſuing, And for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond Son of the ſaid *R. J.* of his Body lawfully to be begotten and the Heirs male of the Body of ſuch ſecond Son lawfully iſſuing, and for Default of ſuch Iſſue, then to the Uſe and Behoof of the third Son of the ſaid *J. R* of his Body lawfully to be begotten, and the Heirs male of the Body of ſuch third Son lawfully iſſuing, And for Default of ſuch Iſſue, then to the Uſe of the fourth Son of the ſaid *J. R.* of his Body lawfully to be begotten, and the Heirs male of the Body of ſuch fourth Son lawfully iſſuing, and for Default of ſuch Iſſue, then to the Uſe of the 5th, 6th, 7th, 8th, 9th, 10th, and all and every other the Son and Sons of the ſaid *J. R.* of his Body lawfully to be begotten, ſeverally and ſucceſſively one after another, in Order and Courſe as they and every of them ſhall be in Priority of Birth and Seniority of Age one before the other, and the ſeveral and reſpective Heirs male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, ſo as every Elder of the ſame Sons, and the Heirs male of his Body iſſuing be always preferred, and do take before every younger of ſuch Sons, and the Heirs male of his Body iſſuing. And for Default of ſuch Iſſue, in Caſe ſuch Woman as ſhall be the Wife of the ſaid *J. R.* at his Death ſhall then happen to be *enſeint*

After to the Uſe of the firſt and other Sons.

As in Priority of Birth, &c.

In Caſe *Ceſtui que* Truſt die, his Wife *enſeint*, &c.

with one or more Child or Children by him begotten, then to the Uſe of ſuch Woman as ſhall be the Wife of the ſaid *J. R.* at the Time of his Death, until ſhe ſhall be delivered of ſuch Child or Children, or Die, which ſhall firſt happen, in Truſt, to anſwer and pay the yearly Iſſues and Profits of the ſaid Meſſuages, Farms, Lands, and of the ſaid Rents and Hereditaments, and of every of them, unto the Perſon and Perſons who ſhall be the next in Reverſion or Remainder of the ſaid Premiſſes: And if ſuch after-born Child or Children, ſhall be a Son or Sons, then to the Uſe of ſuch after-born Son and Sons ſeverally and ſucceſſively one after another, as they ſhall be in Priority of Birth one before the other, and the Heirs Male of his and their Body and Bodies lawfully iſſuing, the Elder of ſuch after-born Sons, and the Heirs Male of his Body iſſuing, to be always preferred, and to take before the Younger of ſuch Sons, and the Heirs Male of his Body iſſuing; and for Default of ſuch Iſſue, then to the Uſe and Behoof the ſaid *J. B.* and *J. H.* their Executors and Aſſigns, for and during the full End and Term of Ninety-nine Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte upon and for the Truſts herein after declared: And from and after that Term ended, then to the Uſe and Behoof of the 3d, 4th, 5th, 6th, and all and every the Younger Son and Sons of the ſaid Sir *J. R.* on the Body of the ſaid Dame *A.* his Wife begotten, or to be begotten ſeverally and ſucceſſively one after the other, as they and every of them ſhall be in Seniority of Age and Priority of Birth one before the other, and of the Heirs Males of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, ſo as every Elder

In Default of Iſſue Male.

A Term raiſed of 99 Years.

The Remainders after the Expiration of that Term to other younger Sons in Tail Male.

Elder of the ſame Sons, and the Heirs Males of his Body begotten be always preferred, and do take before every Younger of the ſame Sons, and the Heirs Males of his Body iſſuing, and for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *T. L.* and *N. D.* their, *&c.* for and during the full Time and Term of Eighty nine Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of Waſte upon and for the Truſts herein after expreſſed and declared: And after that Eſtate ended, then to the Uſe and Behoof of Sir *J. R.* Knight, Eldeſt Son of the ſaid Sir *J. R.* and the ſaid Dame *A.* and the Heirs of his Body lawfully Iſſuing: And for Default of ſuch Iſſue, then to the Uſe and Behoof of the right Heirs of the ſaid Sir *J. R.* for ever: And to, for, and upon no other Truſt, Intent or Purpoſe whatſoever.

And for Default of Iſſue Male another Term raiſed of 89 Years.

And it is hereby declared, by and between all the ſaid Parties to theſe Preſents, that the ſaid Term of Ninety-nine Years herein before limited to the ſaid *I B.* and *I. H.* their, *&c.* as aforeſaid was, and is upon the Truſts herein after mentioned (that is to ſay) that in Caſe, at the Commencement of the ſaid Term of Ninety-nine Years, there ſhall be one or more Daughter or Daughters of the ſaid *I. R.* of his Body begotten; or if ſuch Woman as ſhall be the Wife of the ſaid *I. R.* at the Time of his Death, ſhall be then *Enſeint*, or with Child with any Daughter or Daughters, begotten by the ſaid *I. R.* which ſhall afterwards be born alive, that then the ſaid *I. B.* and *I. H.* and the Survivor of them, his, *&c.* by and with the Rents, Iſſues and Profits of the ſaid Meſſuages, Houſes, Lands and Premiſſes, herein before limitted to them the ſaid *I. B.* and *I. H.* for Ninety-nine Years, as aforeſaid, or by Sale or Demiſe thereof, or of any Part or Parts

The Term of 99 Years upon Truſt for Daughters.

Out of the Profits.

Or by Sale or Demiſe, *&c.*

Parts thereof, for all or any Part of the ſaid Term, or by any other Ways or Means that they in their Diſcretion ſhall think fit, ſhall and do levy and raiſe for ſuch Daughter and Daughters, the ſeveral Sums herein after mentioned for their reſpective Portions (that is to ſay) in caſe there ſhall be but one ſuch Daughter, and no more, then the Sum of 5000 *l.* of lawful, *&c.* for the Portion of ſuch one Daughter, to be paid to her at the Age of Eighteen Years, or Day of Marriage, which ſhall firſt happen, and in caſe there ſhall be two ſuch Daughters, and no more, then the Sum of 6000 *l.* of like *Engliſh* Money, for the Portions of ſuch two Daughters, to be paid at their reſpective Ages of Eighteen Years, or Days of Marriage, which ſhall firſt happen, equally among ſuch two Daughters, Share and Share alike. **And** in caſe there ſhall be three or more ſuch Daughters, then the Sum of 9000 *l.* of like lawful *Engliſh* Money, for the Portions of all ſuch Daughters, to be paid at their reſpective Ages of Eighteen Years, or Days of Marriage, which ſhall firſt happen, equally amongſt all ſuch Daughters, Share and Share alike. **And** upon further Truſt, that they the ſaid *I. B.* and *J. H.* and the Survivor of them, his, *&c.* out of the Rents, Iſſues and Profits of the ſaid Meſſuages, Houſes, Lands and Premiſſes ſo limitted to them for Ninety-nine Years, as aforeſaid, and every of them, as otherwiſe ſhall and do raiſe and pay unto all and every ſuch Daughter and Daughters as aforeſaid, the ſeveral yearly Sums of Money herein after mentioned, for and towards their reſpective Maintenances and Educations, until their reſpective Portions ſhall grow due to be paid as aforeſaid, and from that Time the full Intereſt of

To raiſe Portions.

Payable at 18, or Day of Marriage.

And in Truſt to pay out of the Profits a yearly Sum for Maintenance and Education, 'till the Portions grow due.

2

And when due Intereſt 'till fully paid.

of their ſaid reſpective Portions until the ſame ſhall be fully paid and ſatisfied (that is to ſay) in caſe there ſhall be but one ſuch Daughter, and no more, then the yearly Sum of 100 *l.* of good *Engliſh* Money for her Maintenance and Education, and in caſe there ſhall be more ſuch Daughters than one, then the ſeveral yearly Sums of 60 *l.* a Piece of like Money, for their reſpective Maintenances and Educations; the ſaid yearly Sum of 100 *l.* in caſe there ſhall be but one ſuch Daughter, and the ſeveral yearly Sums of 60 *l.* a-Piece, in caſe there ſhall be more ſuch Daughters than one, to be paid to ſuch Daughter and Daughters reſpectively, at the, *&c.* by even and equal Portions, the firſt Payment of every of the ſaid reſpective yearly Sums to begin and to be made at the firſt of thoſe Feaſts next coming, or happening, after the Commencement of the ſaid Term of Ninety-nine Years: And if the ſaid Daughter and Daughters, or any of them, ſhall have attained their ſaid Ages of Eighteen Years, or ſhall be married before the Commencement of the ſaid Term of Ninety-nine Years, then the Portion or Portions of ſuch Daughter or Daughters as ſhall have attained her or their Age or Ages of Eighteen Years, or ſhall be married before the Commencement of the ſaid Term, ſhall be paid unto her or them reſpectively, ſo ſoon after the Commencement of the ſaid Term of Ninety-nine Years, as the ſame can be raiſed, with Intereſt and Conſideration for the ſame, in the mean Time, from the Commencement of the ſaid Term, to the Payment of ſuch Portion and Portions. **Provided**, that if before the Commencement of the ſaid Term of Ninety-nine Years, the ſaid Daughter and Daughters, or any of them, ſhall be advanced in Marriage, and

Direction in caſe they marry before 18, *&c.*

Proviſo, in caſe of Advancement in their Father's Life-Time.

and ſhall have received from the ſaid *J. R.* their Father, any Sum or Sums of Money in Marriage, as her or their, or in Part of her or their Portion or Portions, that then ſuch Daughter or Daughters ſo married ſhall, by vertue of theſe Preſents, have only ſo much as together, with the Sum and Sums of Money ſo paid to her and them in Marriage as aforeſaid, ſhall amount unto the Portion or Portions which ſhe or they ought to have received in caſe ſhe or they had not been advanced in Marriage before the Commencement of the ſaid Term. **Provided** further, and it is the Intent and true Meaning of theſe Preſents, and of the Parties hereunto, that in caſe there ſhall be three or more ſuch Daughters as aforeſaid, and all ſuch Daughters ſhall die under the Age of Eighteen Years unmarried, except two, that then ſuch two ſurviving Daughters ſhall have raiſed for them, for their Portions as aforeſaid, only 6000 *l.* and no more: And if all ſuch Daughters ſhall die before their ſaid Age of Eighteen Years, unmarried, except one, that then ſuch one ſurviving Daughter ſhall have only 5000 *l.* raiſed for her Portion, to be paid as aforeſaid, and no more, and the Reſidue of the Portions herein before appointed to be raiſed for ſuch Daughters ſo dying, ſhall not be raiſed. **And** the ſaid Term of Ninety-nine Years is upon this further Truſt, and to the Intent and Purpoſe, that after ſuch Portion and Portions, and yearly Maintenance of ſuch Daughter and Daughters as aforeſaid, ſhall be fully raiſed and paid, then the ſaid Term of Ninety-nine Years of and in the ſaid Premiſſes, as to ſo much thereof as ſhall remain undiſpoſed for the Purpoſes aforeſaid, ſhall go with and attend the Reverſion of the ſame Premiſſes imme-

Proviſo, in caſe any of the Daughters die.

After the Portions and yearly Maintenance raiſed. The remaining Part of 99 Years, to go with and attend the Reverſion expectant.

immediately expectant on the ſaid Term, according to the Uſes and Eſtates thereof, herein before limited and declared. And upon this further Truſt, and to the Intent and Purpoſe, that after the ſaid reſpective Portion or Portions for ſuch Daughter and Daughters, and yearly Maintenance raiſed and paid as aforeſaid, and all reaſonable Charges in and about the Execution of the ſaid Truſts; or if any Perſon to whom any Eſtate is herein before limited, or ſhall hereafter come in Remainder of the ſaid Premiſſes, ſhall fully pay and ſatisfie the ſaid Portion or Portions for ſuch Daughter and Daughters, and yearly Sum and Sums of Money for their Maintenances and Educations, or to the good Liking of the ſaid *J. B.* and *J. H.* and the Survivor of them, his Executors and Aſſigns, ſhall well and ſufficiently ſecure the ſame to be paid at the Times aforeſaid, and alſo in caſe there ſhall be no ſuch Daughter at the Commencement of the ſaid Term of Ninety-nine Years, or born afterwards, or if ſuch Daughter and Daughters ſhall all of them die before her and their Portion or Portions ſhall grow due to be paid, then, and not before, the ſaid *J. B.* and *J. H.* and the Survivor of them, his, *&c.* ſhall upon Requeſt, and at the Coſts and Charges of ſuch Perſon and Perſons, to whom the Reverſion and Remainder of the ſaid Premiſſes expectant upon the Determination of the ſaid Term of Ninety-nine Years, ſhall by and according to the Intent of theſe Preſents, and the Limitations herein contained, belong and appertain, ſurrender and yield up the ſaid Term of Ninety-nine Years, unto the Perſon and Perſons requiring the ſame. And the ſaid Term of Ninety-nine Years is ſo limited to the ſaid *J. B.* and *J. H.* their, *&c.* as aforeſaid, upon

And in caſe there be no Daughters.

Then the Truſtees of the ſaid Term to ſurrender and yield up the ſame to the Reverſioner.

upon this further Truſt, that in caſe any Sum of Money ſhall happen to be raiſed out of the ſaid Truſt, for and towards the ſaid Portion and Portions, and all ſuch Daughters as aforeſaid, who by the ſaid Truſts are to receive the ſame, ſhall die before her and their reſpective Portion and Portions ſhall grow due to be paid, that then the ſaid Truſtees, for the ſaid Term of Ninety-nine Years, their, &c. ſhall account for and pay the Profits of the ſaid Meſſuages, Lands and Premiſſes by them received, and Monies by them ſo raiſed for the Purpoſes aforeſaid, to ſuch Perſon and Perſons to whom the Remainder of the ſaid Premiſſes, immediately expectant on the ſaid Term and Eſtate for Ninety-nine Years, ſhall then appertain or belong. And it is hereby further granted and declared, by and between the ſaid Parties to theſe Preſents, that the ſaid Term and Eſtate for Eighty-nine Years, herein before limited to the ſaid *T. L.* and *N. D.* as aforeſaid, was and is upon the Truſts and Confidences herein after declared and contained (that is to ſay) that in caſe the ſaid *J. R.* ſhall die without leaving any Iſſue Male of his Body, or having Iſſue Male, ſuch Iſſue Male ſhall die under the Age of 21 Years, unmarried, and that the ſaid Sir *J. R.* ſhall have no third Son, or other younger Son of his Body, or the Body of the ſaid Dame *A.* his Wife begotten, or having ſuch third or other younger Son, all the ſame Sons ſhall die under the Age of 21 Years, unmarried, that then the ſaid *T. L.* and *N. D.* and the Survivor of them, his, &c. after the Commencement of the ſaid Term and Eſtate for Eighty-nine Years, by and out of the Rents, Iſſues and Profits of the ſaid Meſſuages and Premiſſes ſo limited to them for Eighty-nine Years, as aforeſaid, or by Sale or Mortgage thereof, for

And alſo account to the Reverſioner for Monies received and not paid to the Daughters, where they die before due, &c.

A Term of 89 Years in Truſt limited, in caſe *Ceſtui que Truſt* dies without Iſſue Male, or ſuch Iſſue dies under 21, unmarried.

And in caſe there be no younger Sons, or they all die under 21, unmarried.

Then for the raiſing of 1000 l. to be put out upon Land Security, and the Intereſt thereof to be paid to ſuch Perſons as *E. L.* a Feme Cov. ſhall appoint, during her Life.

As a ſeparate Maintenance, *&c.*

for all or any Part of the ſame Term and Eſtate, or otherwiſe, as to them the ſaid *T. L.* and *N. D.* and the Survivor of them, *&c.* ſhall ſeem meet, ſhall and do, within the Time and Space of ſix Calendar Months next after the Commencement of the ſaid Term and Eſtate for Eighty-nine Years, raiſe the Sum of 1000 *l.* of good *Engliſh* Money, and iſſue and pay the ſame upon Land Security for yearly Intereſt, ſuch as Counſel ſhall adviſe, and the yearly Proceed and Intereſt of the ſaid 1000 *l.* when the ſame ſhall be ſo raiſed and placed out on Security as aforeſaid, ſhall and do, receive, pay and diſpoſe during all the natural Life of *E.* the Wife of *T. L.* Eſq; Daughter of the ſaid Sir *J. R.* and the ſaid Dame *A.* his Wife, unto ſuch Perſon or Perſons only, and no other, and for ſuch Uſes, Intents and Purpoſes only, and no other, as ſhe the ſaid *E.* the Wife of the ſaid *T. L.* ſhall, from Time to Time, notwithſtanding her now Coverture, direct or appoint the ſaid yearly Proceed and Intereſt of the ſame 1000 *l.* being declared by the ſaid Sir *J. R.* and Dame *A.* his Wife, to be as and for a ſeparate Maintenance and Proviſion for the ſaid *E.* their Daughter, with which the ſaid *T. L.* her Husband is no ways to intermeddle, or have any controuling Power thereupon, neither is the ſame to be liable to his Debts, or other Engagements.

And after her Deceaſe to diſpoſe the Principal among her Children equally.

And after the Deceaſe of the ſaid *E.* do call in the ſame 1000 *l.* and iſſue, pay and diſpoſe the ſame 1000 *l.* and every Part thereof, unto and amongſt all and every the Children of her the ſaid *E.* as well Sons and Daughters, equally Share and Share alike: But if the ſaid *E.* the Wife of the ſaid *T. L.* ſhall be dead at the Commencement of the ſaid Term and Eſtate of Eighty-nine Years, that then the ſaid *T. L.* and *N. D.* and the Survivor of them, his, *&c.* ſhall out of the Rents and Profits of the ſaid Premiſſes ſo limited to them for Eighty-nine Years as aforeſaid, or by Sale or Mortgage thereof, or otherwiſe raiſe the ſaid Sum of 1000 *l.* herein before appointed to be raiſed and placed out upon Security, for the future Benefit of the ſaid *E.* as aforeſaid, and pay the ſame unto and amongſt all the Children of her the ſaid *E.* the Wife of the ſaid *T. L.* both Sons and Daughters equally Share and Share alike. **And further**, That they the ſaid *T. L.* and *N. D.* and the Survivor of them, his, *&c.* by and with the Rents and Profits of the ſaid Premiſſes ſo limited to them for Eighty-nine Years as aforeſaid, or by Sale or Mortgage thereof, or otherwiſe ſhall and do raiſe for, and pay unto *A. M.* and *M. R.* the three younger Daughters of the ſaid Sir *J.* and Dame *A. R.* the ſeveral and reſpective Sums of 1000 *l.* a-piece of good *Engliſh* Money, within the Time and Space of ſix Kalendar Months next after the Commencement of the ſaid Term and Eſtate for Eighty-nine Years: And after the ſaid 1000 *l.* for the Benefit of the ſaid *E.* the Wife of the ſaid *T. L* and her Children as aforeſaid, and the ſaid 1000 *l.* a-piece for the ſaid *A. M.* and *M. R.* the ſaid three younger Daughters of the ſaid Sir *J. R.* and the ſaid Dame *A.* his Wife, ſhall be raiſed and payed as aforeſaid, and their own Charges reimburſed: Then upon further Truſt that the ſaid *T. L.* and *N. D.* and the Survivor of them, his, *&c.* ſhall and do ſurrender the ſaid Term and Eſtate for Eighty-nine Years, of, and in the ſaid Premiſſes, ſo and in ſuch Manner as the ſame may be drowned and extinguiſhed, and to, for and upon no other Truſt, Intent or Purpoſe whatſoever. **Provided** always, and it is hereby further declared, by and between all and

In Caſe the ſaid *E. L.* be dead at the Commencement of the Term of 89 Years then to pay the ſaid 1000 *l.* to her Children, equally.

And further to raiſe out of the ſaid Term, and pay 1000 *l.* a-piece to three younger Daughters, *&c.*

After all which Sums raiſed and paid, *&c.* The Truſtees, *&c.* ſhall ſurrender.

The ſaid Term of 89 Years.

So as it may be drowned or extinguiſhed.

Power for the firſt *Ceſtuy que Truſt* to make a Jointure not exceeding 300 *l. per Ann.*

every the Parties to theſe Preſents, for them, their, *&c.* reſpectively, that it ſhall and may be lawful to and for the ſaid *J. R.* the ſaid ſecond Son of the ſaid Sir *J. R.* and the ſaid Dame *A.* when he ſhall be in the actual Poſſeſſion of the ſaid Premiſſes by and under the Limitations before in theſe Preſents contained by any Deed or Deeds under his Hand and Seal, teſtified by two or more credible Witneſſes before Marriage, or after to limit or appoint any Part or Parts of the Premiſſes before in theſe Preſents contained, not exceeding in the Whole 300 *l.* a Year unto any Woman or Women which he the ſaid *J. R.* ſhall or may ſucceſſively marry or take to Wife for her or their Life or Lives for her or their Jointure or Jointures, ſo as ſuch Eſtate or Eſtates ſo to be limited to her or them for her or their Jointure or Jointures as aforeſaid, be not limited or made without Impeachment of Waſte.

Power reſerved to Tenants for Life, to make Leaſes of 21 Years.

Provided always, and it is hereby further declared, that it ſhall and may be lawful to and for the ſaid Sir *J. R.* from Time to Time, and at all Times during his Natural Life, and from and after his Deceaſe, to and for the ſaid Dame *A. R.* during her Natural Life, and from and after the Deceaſe of the ſaid Sir *J. R.* and Dame *A.* to and for the ſaid *J. R.* during his Natural Life, being in Poſſeſſion by, and under the Limitations before in theſe Preſents contained, by any Deed or Writing indented under his or their reſpective Hands and Seals, teſtified by two or more credible Witneſſes, to make any Leaſe, Demiſe or Grant, Leaſes, Demiſes or Grants of all or any the Meſſuages, Lands, Tenements, Rents, Tythes, Hereditaments and Premiſſes aforeſaid, or any Part thereof, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion but not in Reverſion, or by way of future

With certain Reſtrictions.

Intereſt, ſo as ſuch Leaſe and Leaſes be not made without Impeachment of Waſte, and ſo as upon every ſuch Leaſe or Leaſes, Demiſes or Grants ſo to be made or granted, there be reſerved and made payable during all the Continuance of ſuch Term or Terms as ſhall be ſo made or granted, as much yearly Rent as can reaſonably be gotten for the ſame, without any Fine or Fines, or any other Thing or Things in Lieu, or in the Nature of any Fine or Fines to be had, taken or received thereupon, or in the reſpect of the Making thereof, and ſo as there be contained in every ſuch Leaſe and Leaſes, Demiſes and Grants, a Proviſo and Power of Re-entry, in Caſe the Rent or Rents to be therein reſpectively reſerved, ſhall be behind and unpaid by the Space of Twenty-one Days next over or after any of the Days or Times therein to be limited reſpectively for Payment thereof, the ſeveral and reſpective yearly Rents ſo to be reſerved, to be paid by the ſeveral Leſſees, Tenants, Farmers and Occupiers of the Premiſſes, during all the Continuance of ſuch Leaſes and Grants, to be made payable to the Perſon and Perſons to whom the immediate Reverſion or Remainder of the Premiſſes ſhall appertain or belong, by Virtue of theſe Preſents, or any the Limitations herein before contained, any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. **And this Indenture further witneſſeth**, That the ſaid Sir *J. R.* and Dame *A.* his Wife, have limited, appointed and declared, and by theſe Preſents do limit, appoint and declare, That the ſaid ſeveral Surrenders herein before recited and mentioned, as for and concerning the ſeveral Copyhold and Cuſtomary Meſſuages, Lands and Tenements

A Declaration that, &c.

The Surrenders of the Copyhold Lands, &c. above mentioned, ſhall be to ſuch Uſes and Truſts as have been before limited and expreſs'd.

nements therein contained and comprehended, or thereby ſurrendred, ſhall from henceforth be to the Uſe of the ſaid Sir *J. R.* for and during the Term of his Natural Life, and from and after his Deceaſe, to the Uſe of the ſaid Dame *A.* for and during the Term of her Natural Life, and from and after her Death, to the Uſe of the ſaid *J. R.* for and during the Term of his Natural Life, and from and after his Deceaſe, to the Uſe of the ſaid *T. C. J. R. J. B. J. H. T. L.* and *N. D.* their Heirs and Aſſigns for ever, upon and under the Truſts herein after expreſſed and declared, (that is to ſay) **In Truſt** and for the Benefit of the firſt Son of the ſaid *J. R.* of his Body lawfully iſſuing; **And** for Default of ſuch Iſſue, **In Truſt** and for the Benefit of the ſecond Son of the ſaid *J. R.* of his Body lawfully to be begotten, and the Heirs males of the Body of ſuch ſecond Son lawfully iſſuing; And for Default of ſuch Iſſue, then in Truſt and for the Benefit of the third Son of the ſaid *J. R.* of his Body lawfully to be begotten, and the Heirs males of the Body of ſuch third Son lawfully iſſuing; and for Default of ſuch Iſſue, Then in Truſt and for the Benefit of the fourth Son of the ſaid *J. R.* of his Body lawfully to be begotten, and the Heirs males of the Body of ſuch fourth Son lawfully iſſuing, and for Default of ſuch Iſſue, then in Truſt and for the Benefit of the 5th, 6th, 7th, 8th, 9th, 10th, and all and every other the Son and Sons of the ſaid *J. R.* of his Body lawfullyto be begotten, ſeverally and ſucceſſively one after another, in Order and Courſe as they ſhall be in Priority of Birth and Seniority of Age, and of the ſeveral Heirs males of their ſeveral and reſpective Bodies lawfully iſſuing, ſo as every Elder of the ſame Sons, and the

Heirs male of his Body iſſuing, to be always preferred, and take before every younger of the ſame Sons, and the Heirs male of his Body iſſuing; and for Default of ſuch Iſſue, then in Caſe ſuch Woman as ſhall be the Wife of the ſaid *J. R.* at the Time of his Death, ſhall be then *Enſeint* with one or more Child or Children by him begotten, then in Truſt and for the Benefit of ſuch Woman as ſhall ſo be the Wife of the ſaid *J. R.* until ſhe ſhall be delivered or die, which ſhall firſt happen, and if ſuch after-born Child or Children ſhall be a Son or Sons, then in Truſt and for the Benefit of ſuch after-born Son and Sons ſeverally and ſucceſſively one after another, as they and every of them ſhall be in Priority of Birth and Age, one before the other, and the Heirs male of his and their reſpective Body and Bodies lawfully iſſuing: The Elder of ſuch after-born Sons, and the Heirs male of his Body to be prefer'd, and always to take before the younger of the Son, Sons and the Heirs male of his Body; iſſuing and afterwards and for Default of ſuch Iſſue, then in Truſt and for the Uſes, Intents and Purpoſes following; (that is to ſay) In Caſe the ſaid *J. R.* ſhall have no Son or Sons of his Body begotten, or having one or more Son or Sons, ſuch Son or Sons ſhall all of them die under the Age of Twenty-one Years without Iſſue male, having one or more Daughter or Daughters of his Body begotten, then in Truſt that they the ſaid *T. C. J. R. J. B. J. H. T. L.* and *N. D.* and the Survivor or Survivors of them, his and their Heirs, ſhall and do by Sale, Mortgage, or other Diſpoſition of all or any of the ſaid Cuſtomary Meſſuages, Lands and Tenements, raiſe ſuch Sum and Sums of Money, as ſhall and may be ſufficient to make up and pay the ſeveral Portions and yearly to be reſpectively limited for Payment thereof, The ſeveral Rents ſo to be reſerved, to be paid by the ſeveral Leſſees, Farmers and Occupiers of the ſaid Premiſſes ſo to be demiſed during all the Continuance of ſuch Leaſe or Leaſes to the Perſon and Perſons, to whom the Truſt of the ſaid cuſtomary Premiſſes ſhall from Time to Time appertain or belong, by Vertue of theſe Preſents. And the ſaid Truſtees, and the Survivor and Survivors of them, and his and their Heirs, ſhall ſtand and be intereſſed in the ſame Premiſſes, for the ratifying, making good, and confirming all and every ſuch Leaſe and Leaſes, Any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding.

Such Leaſes to be ratified by the Truſtees.

Provided, and it is hereby further declared and agreed, and it is the true Intent and Meaning of theſe Preſents, and of the ſaid Fine and Indenture of Leaſe and Releaſe, and the ſaid Surrenders, That it ſhall and may be lawful to and for the ſaid Sir *J. R.* and the ſaid Dame *A.* his Wife jointly together whilſt they both live, and the Survivor of them alone by any Deed or Writing, Deeds or Writings under their, his and her Hands and Seals teſtified by three or more credible Witneſſes, or by his or her laſt Will and Teſtament in Writing, or any other Writing, purporting his or her laſt Will and Teſtament, or in the Nature or Form of his or her laſt Will and Teſtament, teſtified as aforeſaid to charge the ſaid Freehold, Copyhold and Cuſtomary Meſſuages, Farms, Lands, Rents, Hereditaments and Premiſſes, or any of them, with any Sum or Sums of Money, that he the ſaid Sir *J. R.* and the ſaid Dame *A.* his Wife, and the Survivor of them ſhall think fit, ſo as ſuch Sum and Sums of Money ſo to be charged

A Power reſerved to charge the Freehold and Copyhold Premiſſes with any Sum not exceeding 4000 *l.*

by the ſaid Sir *J. R.* and Dame *A.* his Wife jointly together, and by the Survivor of them alone, do not altogether and in the whole exceed the Sum of 4000 *l.* in good *Engliſh* Money, and alſo to limit and appoint the ſaid Freehold Lands, Tenements, Rents and Premiſſes, or any of them, and alſo the Truſt of the ſaid Copyhold, and Cuſtomary Premiſſes, to any Perſon or Perſons whatſoever, for any Term or Number of Years that they the ſaid Sir *J. R.* and Dame *A.* his Wife, and the Survivor of them ſhall think fit, in Truſt for the Raiſing the ſaid Sum and Sums of Money ſo to be charged, either by Sale of the ſaid Premiſſes for all or any Part of ſuch Term or Number of Years, Terms or Numbers of Years as ſhall be ſo limited to him or them, or otherwiſe as he or they ſhall think fit, any Things in theſe Preſents, or in the ſaid Indentures of Leaſe and Releaſe to the Contrary notwithſtanding. **Provided** laſtly, and it is hereby further declared by and between the ſaid Sir *J. R.* and Dame *A.* his Wife, and other the Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid Sir *J. R.* and Dame *A.* his Wife, jointly and together, and not otherwiſe, from Time to Time, and at all Times during their joint natural Lives by any Deed or Writing, Deeds or Writings under both their Hands and Seals, teſtified by three or more credible Witneſſes, to alter or change, revoke, annul and make void, all and every the Uſe and Uſes, Eſtate and Eſtates, Truſt and Truſts herein before limited, created or declared, of or concerning the ſaid Freehold, Copyhold and Cuſtomary Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments and Premiſſes, every or any of them; and any new or other Eſtate or Eſtates,

Proviſo, for Power of Revocation and Alteration, and new Limitation of the Premiſſes, *&c.*

Uſe or Uſes, Truſt or Truſts of or concerning the ſame Premiſſes, whereof ſuch Revocation ſhall be ſo made, to limit, appoint or declare by the ſame Deed or Deeds, Writing or Writings, or any other or others, as they the ſaid Sir *J. A.* and Dame *A*, his Wife, jointly together ſhall think fit, any Thing in theſe Preſents contained to the Contary thereof in any wiſe notwithſtanding.

In witneſs, &c.

The Indorſment.

The Settlement as to Part of the Lands ſetled, revoked.

BE it known unto all Men by theſe Preſents, that the within named Sir *J. R.* and Dame *A.* his Wife, in Purſuance of the Powers to them reſerved in and by the within written Indenture, and of all and every other Power and Authority to them in any Manner ſaved and reſerved, **Have** revoked, annulled and made void, and they the ſaid Sir *J. R.* and Dame *A.* his Wife, by this their preſent Deed or Writing, ſigned, ſealed and delivered by both of them, in the Preſence of *A. B. C. D. E. F.* and *G. H.* being four Credible Witneſſes, do jointly together revoke, annull and make void all and every the Uſe and Uſes, Eſtate and Eſtates, Truſt and Truſts, in and by the within written Indenture limited, created or declared, of and concerning **All**, *&c.* being Parcel of the Lands and Hereditaments in the within mentioned Indentures of Leaſe and Releaſe contained: And they the ſaid Sir *J. R.* and Dame *A.* his Wife, do by this their preſent Deed or Writing, limit, appoint and declare, that the Fine, and the ſaid Indentures of Leaſe and Releaſe, in the within written Indenture recited and mentioned, and the Eſtates thereby granted, as for and concerning the ſaid Piece or Parcel of Ground ſhall from henceforth be and enure: And that the Conuſees in the ſaid Fine, and Grantees in the ſaid Indentures of Leaſe and Releaſe named, ſhall from henceforth ſtand and be ſeiſed thereof, **To the Uſe** of the ſaid Sir *J. R.* and of his Heirs and Aſſigns for ever, any Thing in the within written Indenture notwithſtanding. **And be it further known** unto all Men by theſe Preſents, that the ſaid Sir *J. R.* and the ſaid Dame *A.* his Wife, in further Purſuance of the Powers to them reſerved in and by the within written Indenture, and of all and every other Power and Authority to them in any Manner ſaved and reſerved, **Have** charged, and they the ſaid Sir *J. R.* and Dame *A.* his Wife, by this their preſent Deed or Writing ſigned, ſealed and delivered by both of them in the Preſence of ſuch four Witneſſes as aforeſaid, do jointly together charge **All** and every the Freehold, Copyhold, and Cuſtomary Meſſuages, Farms, Lands, Rents, Hereditaments and Premiſſes in the within written Indenture, Indentures of Leaſe and Releaſe, Fines and Surrenders therein recited and mentioned, and every of them, with their Appurtenances, and the Truſts thereof, with the Sum of

of good *Engliſh* Money, to be paid to ſuch Perſon and Perſons, and at ſuch Time and Times, and in ſuch Parts and Proportions, and in ſuch Manner, and for ſuch Uſes, Intents and Purpoſes, as the ſaid Sir *J. R.* in and by his laſt Will and Teſtament in Writing, or any Writing purporting his laſt Will and Teſtament, or in the Nature or Form of his laſt Will and Teſtament,

And the ſame declared to be to the Uſe of the Feoffor in Fee.

And all the Premiſſes charged with a Sum of Money to be paid to ſuch Perſons as by his laſt Will he ſhall appoint.

ſhall from Time to Time direct, nominate, limit or appoint: And they the ſaid Sir *J. R.* and the ſaid Dame *A.* his Wife, in further Purſuance of their ſaid Powers, Have limited and appointed, and by theſe Preſents they the ſaid *J. R.* and Dame *A.* his Wife, do limit and appoint the ſaid Freehold Lands, Tenements, Rents and Premiſſes, and the ſaid Copyhold and Cuſtomary Premiſſes, and the Truſts thereof; and that the Conuſees in the ſaid Fine, and Grantees in the ſaid Indentures of Leaſe and Releaſe named, and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Freehold Premiſſes, and the ſaid Truſts in the ſaid Surrenders named, and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Copyhold and Cuſtomary Premiſſes, with their Appurtenances, immediately from and after the Deceaſe of the ſaid Sir *J. R.* and the ſaid Dame *A.* his Wife, and the Survivor of them, to the Uſe of, and in Truſt for *A. B.* and *C. D.* their Executors, Adminiſtrators and Aſſigns, for and during the full End and Term of 1000 Years, from thenceforth to be accounted and fully accompliſhed without Impeachment of Waſte in the ſaid Freehold, Premiſſes, In Truſt for the Raiſing the ſaid Sum of ſo charged as aforeſaid, either by Sale of the ſaid Freehold and Copyhold Premiſſes, or any of them, for all or any Part of the ſaid Term of 1000 Years, ſo limited to them the ſaid *A. B.* and *C. D.* as aforeſaid, or otherwiſe, as they the ſaid *A. B.* and *C. D.* their Executors, Adminiſtrators or Aſſigns ſhall think fit, any Thing in the within written Indenture, Indentures of Leaſe and Releaſe, and Surrenders therein recited, or any of them, to the Contrary notwithſtanding.

The Grantees and Conuſees, after the Death of the Grantors ſhall be Seiſed for the Term of 1000 Years.

In Witneſs, &c.

By Mr. *Folkes.*

A De-

Defeazances.

A Defeazance of a Warrant of Attorney given to confeſs a Judgment and an Agreement to pay a Weekly Sum.

One gives a Warrant of Attorney to confeſs a Judgment for 500 l. *and by Articles agreed to pay* 20 s. per *Week, during the joint Lives of two Perſons; they, to whom the weekly Payment is to be made, agreed not to take Execution on the Judgment, but to acknowledge Satisfaction thereon, on performing the Covenants in the Articles.*

Recital of the Warrant of Attorney.

Recital of Articles.

KNow all Men hereby, that whereas *R. L.* of, *&c.* Gent. hath, by Warrant of Attorney bearing even Date with theſe Preſents, authorized ſeveral Attornies of the Court of Common Pleas to confeſs Judgment againſt him, to us *A. B.* and *M. E.* of, *&c.* Widows, for the Sum or 400 *l.* And whereas the ſaid *R. L.* by certain Articles of Agreement, bearing Date herewith, hath covenanted and agreed to pay to us, the ſaid *A. B.* and *M. E.* *&c.* the weekly Sum of 20 *s.* *&c.* during the Joint Lives of the ſaid *R. L.* and *S. H.* of, *&c.* Widow. Now know ye, that if the ſaid *R. L.* ſhall well and truly perform and keep the ſaid Covenant, and all and every the Agreements in the ſaid Articles contained, that then we the ſaid *A.* and *M.* do hereby agree not to take out Execution upon ſuch Judgment ſo to be confeſſed, but, at the Coſt of the ſaid *R. L.* to acknowledge Satisfaction on Record upon the ſame.

Witneſs our Hands and Seals this, *&c.*

Sealed and delivered in the Preſence of, &c.

Another

Another Defeazance of a Judgment.

A Man becomes bound by Bond to a third Perſon for 200 l. the firſt Man, to indempniſie his Bonds-Man gives him a Judgment, and the Judgment Man gives this Defeazance to the firſt Man, with a ſpecial Condition of the Bond to pay the Money to the ſecond Perſon at four Quarterly Payments with Intereſt.

Recital of the Bond and Condition.

The 200 l. as the proper Debt of *J. W.* and *L. W.* is only bound with him.

J. W. confeſſes a Judgment for 800 l. to *L. W.*

This Indenture made, *&c.* between *L. W.* of, *&c.* of the one Part, and *J. W.* of, *&c.* of the other Part, **Whereas** the ſaid *J. W.* and *L. W.* by their Obligation, bearing Date with theſe Preſents, did become jointly and ſeverally bound to *J. N.* of, *&c.* in the Penal Sum of 400 *l.* with Condition there under written to be void upon the Payment of 200 *l.* of lawful Money of *England*, on the ſeveral Days and Times, and in ſuch Manner as is in the ſaid Condition mentioned and expreſſed for Payment thereof, as by the ſaid Obligation may more at large appear. And whereas the ſaid 200 *l.* ſo ſecured by the ſaid recited Obligation is the proper Debt of the ſaid *J. W.* and the ſaid *L. W.* did, only at his Inſtance and Requeſt, become bound with the ſaid *J. W.* to ſecure the ſame. And whereas to ſecure and ſave himſelf the ſaid *L. W.* againſt the ſaid recited Obligation, he the ſaid *J. W.* hath this preſent *Eaſter* Term acknowledged unto the ſaid *L. W.* one Judgment in her Majeſty's Court of Common Pleas in *Weſtminſter* for the Sum of 800 *l.* Debt, beſides Coſts of Suit, as by the Record thereof may appear. **Now this Indenture**

denture witneſſeth, and the ſaid *L. W.* for himſelf, his, *&c.* doth covenant, promiſe, grant and agree, to and with the ſaid *J. W.* his Heirs, Executors and Adminiſtrators by theſe Preſents, that if he the ſaid *I. W.* his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay or Cauſe to be paid unto the ſaid *I. N.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 200 *l.* with legal Intereſt, on the ſeveral Days or Times, and in ſuch Manner and Form as in the Condition of the ſaid recited Obligation is mentioned for Payment thereof, according to the Tenor, Time, Intent and Meaning of the ſaid Obligation. And alſo if he the ſaid *I. W.* his, *&c.* do and ſhall from Time to Time, and at all Time and Times hereafter, ſave Harmleſs and keep Indempnified the ſaid *L. W.* his, *&c.* and all his and their real and perſonal Eſtates, and every Part thereof, of, from and againſt the recited Obligation, and the Penalty therein contained, then this Indenture ſhall ceaſe and be utterly void to all Intents and Purpoſes.

L. W. covenants, if *J. W.* pays the 200 l. and Intereſt, and ſave *L. W.* Harmleſs, that then this Deed ſhall be void.

In Witneſs, &c.

Here

Here followeth the Condition of the Bond mentioned in the aforeſaid Indenture to pay 200 l. *and Intereſt in two Years, at four Payments.*

The Condition of the above written Obligation is ſuch, that if the above bounden *J. W.* and *L. W.* or either of them, their or either of their, *&c.* Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and do well and truly pay or Cauſe to be paid unto the ſaid *I. N.* his Executors, Adminiſtrators or Aſſigns, the full and whole Sum of 200 *l.* of lawful Money of *England* in Manner and Form following (that is to ſay) the Sum of 50 *l.* Part thereof with legal Intereſt for the ſame from henceforth on the 29th Day of *September* next enſuing the Date hereof; 50 *l.* other Part thereof, with legal Intereſt for the ſame from henceforth, on the 25th of *March*, which ſhall be in the Year of our Lord, 1701. 50 *l.* the other Part thereof, with legal Intereſt for the ſame, upon the 29th of *September* which ſhall be in the Year of our Lord, 1701. and 50 *l.* Reſidue thereof, with legal Intereſt for the ſame from henceforth, on the 25th Day of *March*, which ſhall be in the Year of our Lord, 1702. then this Obligation to be void and of none Effect, but otherwiſe to ſtand and remain in full Force and Vertue.

Defea-

Defeaſance of a Mortgage made of an Eſtate for Lives, with divers Limitations declared of that Eſtate after Payment of the Mortgage Money.

THis **Indenture** made the, *&c.* between *S. B* of, *&c.* Gent. of the one Part, and *G. H.* of, *&c.* Eſq; *T. H.* and *B. H.* Brothers of the ſaid G. *H.* Gent. of the other Part: **Whereas** by certain Indentures bearing even Date with theſe Preſents, made or mentioned to be made between the Right Reverend Father in God *P.* Lord Biſhop of *W.* of the one Part, and the ſaid *S. B.* of the other Part, the ſaid Lord Biſhop did, for the Conſiderations therein mentioned, demiſe, grant, and to Farm let, unto the ſaid *S. B.* at the Nomination of the ſaid *G. T.* and *B. H.* all that the Site of his Manor and Farm of, *&c.* in the County of *S.* and all the Arable Lands, Meadows, Paſtures, Leaſows, Ways, Commons and Commodities to the ſaid Manor and Farm belonging or appertaining, together with the Services of the Tenants not extended into Money and Tithe-Corn of the Demeſne Lands of the Manor aforeſaid, (except and reſerved unto the ſaid *L. B.* and his Succeſſors, all Rents of Aſſize, Works of Tenants extended into Money, Wards, Marriages, Reliefs, Fines, Heriots, Woods, Under-Woods, Perquiſites of Court and Law-Days, Panage of Hogs as well of the Tenements as other Eſcheats, Forfeitures, and other Cuſtoms and Appurtenants not thereby before demiſed) To hold the ſaid Site of the Manor and Farm aforeſaid, with the arable Lands, Meadows, Paſtures, and all other the

Recital of the Biſhop's Leaſe made for three Lives.

Exception.

Habend. to *S.* B. and his Heirs for his own Life, and the Life of G. *H.* and *J. H.*

X Premiſſes,

Premiſſes, with the Appurtenances, (except as therein excepted and reſerved) unto the ſaid *B. S.* his Heirs and Aſſigns, for and during the Term of the Natural Life or Lives of the ſaid *S. B. G. H.* and *T. H.* and for the Life of the longeſt Liver of them, at and under the Rents and Covenants therein reſerved, as in and by the ſaid recited Indenture of Demiſe amongſt other Covenants and Agreements may appear. **Now this Indenture witneſſeth**, That the ſaid Leaſe and Demiſe was ſo procured to be made from the ſaid Lord Biſhop to the ſaid *S. B.* by the ſaid *G. H. T. H.* and *B. H.* for and in Conſideration of the Sum of 1500 *l.* of lawful Money of *England*, by the ſaid *S. B.* at and before the Sealing and Delivery of theſe Preſents to the ſaid *G. T.* and *B. H.* in Hand well and hereby paid, the Receipt whereof they the ſaid *G. H. T. H.* and *B. H* do hereby acknowledge, and thereof acquit, releaſe and diſcharge the ſaid *S. B.* by theſe Preſents. And this Indenture farther **Witneſſeth**, and the ſaid *S. B.* for himſelf, and his Heirs, doth covenant, promiſe, grant, and agree to and with the ſaid *G. T.* and *B. H.* by theſe Preſents, That if they *G. H. P. H.* and *B. H.* or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *S. B.* his Executors, Adminiſtrators or Aſſigns, the Sum of 1545 *l.* of lawful Money of *England*, at or in the Common Dining Hall of the *Inner-Temple*, *London*, at or upon the, *&c.* Day of, *&c.* next enſuing the Date of theſe Preſents, without any manner of Deduction, Defalcation or Abatement, for or by reaſon of any Taxes, Charges, Aſſeſſments or other Matter or Thing, ordinary or extraordinary whatſoever, that then and in ſuch Caſe he the ſaid *S. B.* his Heirs and Aſſigns, ſhall and will at the Requeſts, Coſt and Charges in the Law of them the ſaid *G. T.* and *B. H.* their Heirs and Aſſigns, or by their Counſel learned in the Law, ſhall be reaſonably adviſed or required, convey and aſſure all and ſingular the ſaid Manor, Lands and Premiſſes, with their and every of their Appurtenances, and all the Eſtate and Intereſt whatſoever of him or them, of, or in the Premiſſes, freed and diſcharged from all Incumbrances whatſoever by him or them done, committed, or wilfully ſuffer'd unto the ſaid *G. H.* To have and to hold to him the ſaid *G. H.* for and during the Term of his Natural Life, and from and after his Deceaſe, to the Son and Sons of the ſaid *G. H.* lawfully to be begotten, and the Iſſue and Iſſues of the Bodies of ſuch Sons, and reſpectively the Elder of ſuch Sons, and the Iſſue of his Body always to be preferred, and to enjoy the Premiſſes before the younger of ſuch Sons, and Iſſue of his or their Bodies reſpectively, and for Default of ſuch Iſſue, to the ſaid *T. H.* To have and to hold to him during his Natural Life, and after his Deceaſe, to the Son and Sons of the ſaid *T.* and the Iſſue of the Body of ſuch Son and Sons in manner as aforeſaid, and for Default of ſuch Iſſue of the ſaid *T.* to the ſaid *B. H.* To have and to hold to him, for and during his Natural Life, and after his Deceaſe, to the Son and Sons of the ſaid *B.* and the Iſſue and Iſſues of the Body of ſuch Son and Sons reſpectively as aforeſaid, And for Default of ſuch Iſſue, to the ſaid *G. H.* and his Heirs. And the ſaid *G. H. T. H.* and *B. H.* do for themſelves and their Heirs, jointly and ſeverally covenant, promiſe, grant and agree to and with the ſaid *S. B.* by theſe Preſents, that they the ſaid *G. H. P. H.* and *B. H.* or one of them, their or

Habend. to *G. H.* and his Sons and their Iſſue.

To *T. H.* and his Sons, and their Iſſue.

To *B. H.* and his Sons and their Iſſue.

Remainder to *G. H.* and his Heirs.

G. T. and *B. H.* covenant to pay the Money.

And to make further Aſſurance after Default of Payment.

S. B. covenants that the Mortgagors may enjoy until Default of Payment.

one of their Heirs, Executors, Adminiſtrators, or Aſſigns, the ſaid Sum of 1545 *l.* of lawful Money of *England*, at the Time and Place above by theſe Preſents appointed for the Payment thereof, without any Deduction, Defalcation or Abatement as aforeſaid. And further, That they the ſaid *G H. T. H.* and *B. H.* their Heirs and Aſſigns, and all and every other Perſon or Perſons whatſoever, any Eſtate having or lawfully claiming, or to claim by, from or under them, any or either of them, of, in, or out of the Premiſſes hereby mentioned to be demiſed to him the ſaid *S. B.* as aforeſaid, ſhall and will from Time to Time, and at all Times, from and after Default ſhall happen to be made in Payment of the ſaid Sum of 4 *s.* at the Time and Place aforeſaid, at the Requeſt, Coſts and Charges of the ſaid *S. B.* his Heirs and Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other Conveyances and Aſſurances in the Law of the ſaid Manors, Lands and Premiſſes, with their Appurtenances, unto the ſaid *S. B.* his Heirs and Aſſigns, as by his or their Counſel learned in the Law ſhall reaſonably be deviſed, adviſed or required; **And laſtly**, The ſaid *S. B.* for himſelf, his Heirs, *&c.* doth covenant, promiſe, grant and agree to and with the ſaid *G. T.* and *B. H.* jointly and ſeverally by theſe Preſents, That until Default ſhall happen to be made in Payment of the ſaid Sum of, *&c.* at the Time and Place aboveſaid, It ſhall and may be lawful to and for the ſaid *G. H. T.* and *B. H.* their Heirs and Aſſigns, to have, hold, occupy, poſſeſs and enjoy the ſaid Premiſſes, with the Appurtenances, and the Rents, Iſſues, and Profits thereof, to take and receive to their own Uſe, without the Lett, Suit, Trouble or Interruption of him the ſaid *S B.* his Heirs and Aſſigns, and without rendring any Account to him or them; Therefore,

In Witneſs, &c.

Exchange of Lands.

One being ſeiſed in Fee of one Parcel, and another of another Parcel of Land in the ſame Field, they agreed to convey to each other their ſeveral Lands in Exchange; and provided, if either Party ſhould be moleſted in his Title, ſuch Party to re-enter again to his own Land till he be quieted in his Poſſeſſion, without mutual Covenants to each other.

THis Indenture made the, *&c.* Between *G. W.* of, *&c.* Gent. of the one Part, *T. G.* Gent. and *J. G.* Son and Heir apparent of the ſaid *T. G.* and *B. G.* another of the Sons of the ſaid *T. G.* of the other Part: **Whereas** the ſaid *G. W.* ſtandeth ſeized of, and in divers Pieces or Parcels herein after particularly mentioned, lying and being at or near, *&c.* aforeſaid, within the ſeveral Fields there called or known by the Name or Names of the, *&c.* **And whereas** the ſaid *T. J.* and *B. G.* now are, or ſome or one of them is and ſtandeth ſeiſed of, and in divers other Pieces or Parcels of Ground, lying and being within the ſaid Fields, and one other Field there called or known by the Name of, *&c.* which the ſaid firſt mentioned Pieces or Parcels of Ground are agreed to be aſſured and conveyed to the ſaid *T.*

Recites each Party being ſeiſed of the ſeveral Lands.

G. I. G. and *B. G.* and their Heirs, in Manner and Form, and upon Condition hereafter in theſe Preſents mentioned; And that likewiſe the ſaid laſt mentioned Pieces and Parcels of Ground ſhall be aſſured and conveyed to the ſaid *G. W.* and his Heirs, upon Condition herein after alſo expreſſed: **Now this Indenture Witneſſeth,** That in Purſuance of the ſaid Agreement, and for and in Conſideration of the Sum of 5 *s.* to the ſaid *G. W.* in Hand paid by *T. J.* and *B. G.* at or before the Sealing and Delivery hereof, the Receipt whereof is hereby acknowledged, he the ſaid *G. W.* hath given, granted, bargained and ſold, and by theſe Preſents doth give, grant, bargain, and ſell to the ſaid *T. G. J. G.* and *B. G.* ſeverally, and to their ſeveral Heirs and Aſſigns (in Exchange for the ſaid Pieces or Parcels of Land, whereof they the ſaid *T. J.* and *B. G.* are ſeized as aforeſaid) All that, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and all the Eſtate, Right, Title, Intereſt, Uſe, Property, Poſſeſſion, Claim and Demand whatſoever of him the ſaid *G. W.* of, in or to the ſame laſt mentioned Premiſſes, and every Part or Parcel thereof, **To have and to hold** the ſaid ſeveral Pieces or Parcels of Ground, Lands, Tenements and Hereditaments laſt before particularly mentioned to the ſaid *T. G. I. G.* and *B. G.* ſeverally, and their ſeveral Heirs and Aſſigns, To the only proper Uſe and Behoof of them the ſaid *T. G. I. G.* and *B. G.* ſeverally, and their ſeveral Heirs and Aſſigns for ever, by ſuch Shares and Proportions as they the ſaid *T. G. I G.* and *B. G.* reſpectively have in the ſaid Parcel of Land herein after granted; **And this Indenture further witneſſeth,** That the ſaid *T. G. I. G* and *B. G.* in Conſideration hereof, and for the Sum of 5 *s.*

G. W. conveys his Land to *T. J.* and *B. G.*

of lawful Money of *England* to them in Hand paid by the ſaid *G. W.* at or before the Sealing and Delivery hereof, the Receipt whereof is hereby acknowledged, have, and each of them hath given, granted, bargained and ſold; And by theſe Preſents do, and each of them doth give, grant, bargain and ſell to the ſaid *G. W.* his Heirs and Aſſigns, in Exchange for the ſaid above granted Pieces or Parcels of Land; All that, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and all the Eſtate, Right, Title, Intereſt, Uſe, Property, Poſſeſſion, Claim and Demand whatſoever of them the ſaid *T. G. I. G.* and *B. G.* of, in, and to the ſame Premiſſes now laſt particularly mentioned, and every Part and Parcel thereof, **To have and to hold** the ſaid ſeveral laſt above granted Pieces or Parcels of Ground, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, unto the ſaid *G. W.* his Heirs and Aſſigns, To the only proper Uſe and Behoof of him the ſaid *G. W.* his Heirs and Aſſigns for ever; **Provided always**, and it is covenanted and agreed, by and betwixt the ſaid Parties to theſe Preſents and each of them for himſelf, his Heirs, *&c.* doth covenant and agree, to and with the other, and his Heirs, *&c.* by theſe Preſents, That if any of the ſaid Pieces or Parcels of Ground by theſe Preſents mentioned to be given, granted, bargained and ſold to the ſaid *T. J.* and *B. G.* ſhall be at any Time or Times hereafter evicted, recovered, detained or taken away from them the ſaid *T. G. J. G.* and *B. G.* or any of them, or the Heirs of them, or any of them, by reaſon of any former Title, Cauſe or Right whatſoever, having, being or beginning before the Date hereof, that then and from thenceforth, and ſo often, it ſhall and

T. G. J. G. and *B. G.* convey their Lands to *G. W.*

Proviſo, That if either Party ſhould be diſturbed in his Title, ſuch Party to re-enter to ſo much as he ſhould be evicted into his own Land again.

may be lawful to and for the ſaid *T. J.* and *B. G.* and their Heirs, into ſo much and ſuch Part of the ſaid Premiſſes herein above granted to the ſaid *G. W.* as ſhall be proportionable to the Quantities ſo evicted, recovered, detained or taken away, to re-enter, and the ſame to have, take and retain, and to have and receive the Rents, Iſſues and Profits thereof, to their own proper Uſe, for and until ſuch Time as every of them may lawfully enter into the Lands ſo evicted and taken away, and to uſe, occupy and enjoy the ſame, according to the true Intent and Meaning hereof. And that then and from thenceforth, all and every Perſon and Perſons which ſhall ſtand ſeized of the ſaid Lands and Premiſſes ſo to be re-entred into, ſhall ſtand and be ſeiſed thereof, and of every Part and Parcel thereof, to the Uſe of them the ſaid *T. J.* and *B. G* ſeverally, and their ſeveral Heirs and Aſſigns, and to or for no other Uſe, Intent or Purpoſe whatſoever. **Provided** alſo, and it is further covenanted and agreed, *&c.* (*ut in Proviſo ſupra mutat. mutand.*) And the ſaid *G. W.* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and grant to and with the ſaid *T. J.* and *B. G.* their Heirs and Aſſigns, and to every of them by theſe Preſents, that the ſaid Premiſſes hereby granted or intended to be granted to the ſaid *T. J.* and *B. G.* now are, and be ſo and for ever hereafter ſhall be, remain and continue unto the ſaid *T. J.* and *B. G.* ſeverally, and their ſeveral Heirs and Aſſigns freed and diſcharged, or upon Requeſt, well and ſufficiently ſaved and kept harmleſs by the ſaid *G. W.* his *&c.* of and from all manner of former Bargains and other Sales, Gifts, Grants, Leaſes, Eſtates, Aſſignments, Mortgages, Intails, Dowers, Recognizances, Judgments, Executions, Extents, and of

G. W. covenants, that the Premiſſes granted to *T. J.* and *B. G.* are free from Incumbrances.

of and from all other Titles, Truſts, Troubles, Charges, Demands and Incumbrances whatſoever heretofore had, made, committed or ſuffered, or hereafter to be had, made, committed or ſuffered by him the ſaid *G. W.* his Heirs and Aſſigns, or any other Perſon or Perſons whatſoever. And alſo, that he the ſaid *G. W.* his Heirs and Aſſigns, and all and every other Perſon or Perſons, having or claiming, or hereafter claiming to have any Eſtate, Right, Title, Intereſt or Intereſts of, in, or to the ſaid firſt granted Premiſſes, ſhall and will from Time to Time, and at all Times hereafter, at the Requeſt, Coſts and Charges in the Law of the ſaid *T. J.* or *B. G.* their or any of their Heirs and Aſſigns, do make, execute and ſuffer, or cauſe or procure to be had, made, executed or ſuffered all and every ſuch further and other lawful and reaſonable Act and Acts, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect and abſolute granting and conveying the ſaid firſt above granted Premiſſes, with the Appurtenances, and every Part thereof, ſubject nevertheleſs to the ſaid *Proviſo* herein laſt above mentioned, as by the ſaid *T. J. B. G.* their Heirs and Aſſigns, ſhall be reaſonably deviſed, adviſed or required (with a Covenant for further Aſſurance, that the laſt above granted Premiſſes are free from Incumbrances, and for further aſſurance *Ex parte* G. W. *ut ſupra mutatis mutandis.*)

Are for further Aſſurance.

In Witneſs, &c.

An

An Aſſignment of Extents and Bills of Exchange.

Two Partners being concerned in returning Money, one a Merchant, the other the King's Receiver, the Receiver abſconded a great Debtor to the King, and the Merchant his Partner; and ſeveral Extents were found againſt them both by the King; they both ſold Eſtates to diſcharge the Extents, and their other Debt the Purchaſers paid them off with their Purchaſe-Monies, and took Aſſignments of the Extents and Bills of Exchange to Truſtees, to defend and protect their Purchaſes from Incumbrances.

A Recital of a former Aſſignment of an Extent for 456 l. 13 s. 8 d. to Sir *J. T.* by *R. B.*

This Indenture of ſix Parts, made the, *&c.* between *W. B.* of, *&c.* Merchant, of the firſt Part, *J. A.* of, *&c.* of the ſecond Part, *R. C.* of, *&c.* of the third Part, Sir *J. T.* of, *&c.* Knight, of the fourth Part, *W. M.* of, *&c.* Eſq; of the fifth Part, and *T. E.* of, *&c.* Truſtees, and *C. C.* of, *&c.* of the ſixth Part: Whereas by Indentures bearing Date the, *&c.* made, or mentioned to be made between *R. B.* of, *&c.* Merchant, of the one Part, and the ſaid *W. R.* of the other Part (reciting, that the ſaid Sir *J. T.* ſtood indebted to the ſaid *R. B.* in the Sum of 456 *l.* 13 *s.* 8 *d.* which was then lately found by Extent or otherwiſe, and that there was a *Scire Facias*, iſſued out of his then Majeſty's Court of Exchequer, at the Requeſt of the ſaid *R. B.* againſt the ſaid Sir *J. T.* in order to recover the ſame Debt, the ſaid *R. B.* in Conſideration of 456 *l.* 13 *s.* 8 *d.* to him paid by the ſaid *W. B.* at the Requeſt of the ſaid Sir *J. T.* did aſſign unto the ſaid *W. B.* as well the ſaid Extent on ſuch Proceſs as aforeſaid, and all Benefit and Advantage that could or might be had thereby, as alſo all his Right, Title, Intereſt, Claim and Demand whatſoever, of, in and to the ſaid Debt of, *&c.* 156 *l.* 13 *s.* 8 *d.* and every Part thereof.

R. B. aſſigned to *W. B.*

And whereas by Indentures *Tripartite*, bearing Date the, *&c.* Day of, *&c.* made, or mentioned to be made between G. H. of, *&c.* Gent. of the firſt Part, the ſaid *W. B.* of the ſecond Part, and the ſaid Sir *J. T.* of the third Part, reciting alſo, that the ſaid Sir *J. T.* ſtood indebted to the ſaid G. H. in the Sum of 720 *l.* and that by Inquiſition indented and taken at the *Guild-Hall*, *London*, 15th *May* then laſt paſt, the ſaid Sir *J. T.* was found indebted to the ſaid G. H. in the Sum of 745 *l.* whereof the Sum of 720 *l.* then remained unpaid, and that a *Scire Facias* iſſued out againſt the ſaid Sir *J. T.* to extend and recover the ſaid Debt, at the Requeſt, and by the Procurement of the ſaid G. H. to the end the ſame might be paid to the Queen's Majeſty in Aid and Diſcharge of a Debt for 10000 *l.* due from the ſaid G. H. to Her ſaid Majeſty; and that the ſaid *W. B.* at the Requeſt of the ſaid Sir *J. T.* did agree to pay the ſaid Sum of 720 *l.* to the ſaid G. H. in Conſideration of the ſaid Sum of 720 *l.* therein mentioned to be paid by the ſaid *W. B.* to the ſaid G. H. he the ſaid G. H. did aſſign and ſet over unto the ſaid *W. B.* the ſaid Sum and Debt of 720 *l.* and all and every Bill and Bills of Exchange which he the ſaid G. H. or any in Truſt for him had or might have, and all and every other Security and Securities for the ſame, or any Part thereof, and all and

Recital of another Aſſignment of Extent found by G. H. againſt Sir *J. T.* for 745 l.

G. H. aſſigned to *W. B.*

Recital of a Deed of Covenant from *J. A.* to aſſing an Extent againſt *W. M.* for 740 l. to *W. B.* and Sir *J. T.*

Sir *J. T.* and *W. M.* Copartners.

and every Benefit and Advantage whatſoever which he had or might have by vertue of any Proceſs for the Recovery of the ſame. And the ſaid *G. H.* did thereby appoint the ſaid *W. B.* his lawful Attorney irrevocable to recover the ſaid Debt of 720 *l.* againſt the ſaid Sir *J. T.* And whereas the ſaid *J. A.* by Deed bearing Date the, *&c.* Day of, *&c.* in Conſideration of the Sum of, *&c.* 740 *l.* to him paid as therein is mentioned, did covenant, promiſe and agree, to and with the ſaid Sir *J. T.* and *W. B.* that he the ſaid *J. A.* would, at the Coſts and Charges of the ſaid Sir *J. T.* procure an Extent found againſt the ſaid *W. M.* for the Sum of 740 *l.* to be aſſigned to the ſaid Sir *J. T.* and *W. B.* or whom they ſhould appoint, as by the ſaid ſeveral recited Indentures and Deeds, relation being thereunto reſpectively had, may more fully appear. **And Whereas** the ſaid Sir *J. T.* and *W. M* have been Copartners in returning ſeveral great Sums of Money, by Bills of Exchange, or otherwiſe, whereby the Eſtate of each other might poſſibly be liable to Extents againſt the other, and they the ſaid Sir *J. T.* and *W. M.* having contracted ſeveral Debts whilſt they were concerned together as Copartners, they did agree that Sir *J. T.* ſhould pay 6500 *l.* or thereabouts, of the ſaid Debts, and the ſaid *W. M.* the Sum of 4500 *l.* and the aforeſaid ſeveral Sums paid as aforeſaid by the ſaid *W. B.* were paid as Part of the Sum of 6500 *l.* which the ſaid Sir *J. T.* was to pay as aforeſaid. **Now this Indenture witneſſeth**, that for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England* by the ſaid *R. C.* the Truſtees, and in Hand well and truly paid to the ſaid *W. B.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid

W.

W. B. (by and with the Conſent, Direction, Appointment of the ſaid Sir *J. T.* and *W. M.* teſtified by their being Parties to and Sealing and Delivery of theſe Preſents) hath aſſigned, transferred and ſet over unto the ſaid *R. C.* and Truſtees, their Executors, Adminiſtrators and Aſſigns, as well the ſaid ſeveral and reſpective Extents to him as aforeſaid aſſigned. As alſo all and every Sum and Sums of Money due or to be due for or by reaſon of the ſame, together with the reſpective Aſſignments, and all and every Bill and Bills of Exchange for any Sum or Sums of Money to the Payment whereof the ſaid Sir *J. T.* and *W. M.* or either of them are, or is liable to pay, which the ſaid *W. B.* hath in his Cuſtody or Power, or is any ways intitled unto, **To have and to hold** the ſaid Extents unto the ſaid *R.* C. and Truſtees, their Executors, Adminiſtrators and Aſſigns. **And this Indenture further Witneſſeth**, that the ſaid *J. A.* for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England* to him in Hand likewiſe paid by the ſaid *R.* C. and Truſtees, at and before the Sealing and Delivering of theſe Preſents, the Receipt whereof is hereby alſo acknowledged, and in Performance of his ſaid Covenant to the ſaid *W. B.* as aforeſaid, hath aſſigned, transferred and ſet over, and by theſe Preſents (by the like Direction and Appointment of the ſaid Sir *J. T.* and *W. M.* and at the Nomination of the ſaid *W. B. J.* E. and C. C. teſtified as aforeſaid doth aſſign, transfer and ſet over unto the ſaid *R* C. *&c.* Truſtees) as well the ſaid Sum of 740 *l.* and the Extent thereof found as aforeſaid, as alſo all Right, Title, Intereſt, Benefit, Advantage, Claim and Demand whatſoever of him the ſaid *J. A.* of in and to the ſame, **To have and to hold** the ſame Extent and Sum of Money, and every

W. B. aſſigned the Extents and Bills to the Truſtees.

Habend.

J. A. in Performance of his Covenant aſſign'd his Extent to the ſame Truſtees.

Habend.

of

Declaration that the Extents and Bills are aſſigned upon Truſt to protect the Purchaſers Eſtates, and alſo the Sellers Eſtate not ſold, from Incumbrance.

of them unto the ſaid *R. C. &c.* the Truſtees, their Executors, Adminiſtrators and Aſſigns; and it is hereby declared by all and every the Parties to theſe Preſents, that the ſaid ſeveral Extents and Bills of Exchange ſo aſſigned to them the ſaid (*R. C. &c.* Truſtees) as aforeſaid, are ſo to them aſſigned upon Truſt, in the firſt Place, that all and every the ſaid Extents ſhall be kept on Foot to protect as well the Manors, Meſſuages, Lands, Tenements and Hereditaments late of the ſaid Sir *J. T.* and *D.* his Wife, purchaſed by the ſaid *W. B.* as whence all other the Meſſuages, *&c.* of them the ſaid Sir *J. T.* and Dame *D.* his Wife, not ſold, as alſo all the Meſſuages, Lands, Tenements and Hereditaments late of the ſaid *W. M.* and conveyed to them the ſaid *J. E.* and C. C. from all mean and other Incumbrances, and to be made uſe of for that Purpoſe, and that the ſaid Bills of Exchange ſhall not be made uſe of to the Prejudice of the ſaid *W. B. J. E.* Sir *J. T.* and *W. M.* any or either of them, or any Perſon or Perſons claiming, or which ſhall hereafter claim the ſaid Premiſſes, or any Lot or Parcel thereof, by, from, or under them, or any or either of them.

In witneſs, &c.

An Aſſignment of an Extent upon Lands recovered on a Judgment.

This **Indenture** *Quadripartite*, made, *&c.* between *J. T.* of the firſt Part, *G. G.* and *E.* his Wife of the ſecond Part, *E. P.* Eſq; *P. W.* and *R. W.* of the third Part, and *J. D. R. J.* and *J. W.* of the fourth Part, reciting, that **Whereas** *T. D.* late of, *&c.* did in *Trinity* Term, in the 10th Year of his now Majeſty's Reign, or of ſome other Term, obtain a Judgment in his ſaid Majeſty's Court of Exchequer for 400 *l.* Debt, beſides Coſts of Suit, againſt the ſaid *J. T.* as by the Records of the ſaid Court may appear. **And Whereas** the ſaid *T. D.* made his laſt Will and Teſtament in Writing, bearing Date on or about the Day of and the ſaid *E. G.* his then Wife, ſole Executrix thereof, who proved the ſaid Will, and took upon her the Burden and Performance thereof. **And Whereas** the ſaid *G. G.* and *E.* his ſaid Wife, have ſued out a Writ of *Elegit*, directed to the Sheriff of *E.* upon the ſaid Judgment, and by vertue thereof certain Lands, Tenements and Hereditaments of the ſaid *J. T.* herein after particularly mentioned, have been delivered in Extent to the ſaid *G. G.* and *E.* his Wife, as a Moiety of the Meſſuages, Lands, Tenements and Hereditaments, whereof the ſaid *J. T.* was ſeized at the Time of the ſaid Judgment, or at any Time ſince (that is to ſay) All that, *&c.* (Here inſert the Lands extended) **To hold** to the ſaid *G. G.* and *E.* and their Aſſigns, 'till the ſaid Debt and Damages were levied: **Now this Indenture Witneſſeth**, that the ſaid *G. G.* and *E.* his Wife, in Conſideration of a Competent Sum of Money well and truly to them paid, *&c.* by the ſaid *E P.* and *P. W.* by the Direction of the ſaid *J. T.* the Rent, *&c.* and for divers other good Cauſes and Conſiderations them thereunto moving, at the Deſire and Requeſt, and by and with the Conſent and Direction of the ſaid *J. T.* teſtified by his being a Party to, and his Signing and Sealing of theſe Preſents, Have, and each of them hath granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, *&c.* unto the ſaid *I. D. R. I* and *I. W.* (being Perſons particularly named and appointed by the ſaid *E. P. P. W.* and *R. W.* and in Truſt for them) their Executors, Adminiſtrators and Aſſigns, the ſaid Judgment, and all the ſaid Meſſuage or Tenements, Lands, Cloſes and Premiſſes herein before mentioned to be delivered in Extent upon, or by vertue of the ſaid Judgment, or any Execution thereupon grounded, and all Advantage and Benefit thereof, and all the Monies to be thereupon levied, and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, which they the ſaid *G G.* and *E.* his Wife, or either of them have or hath, or ought to have, either as Executrix of the ſaid *T. D.* or otherwiſe, to the ſaid Judgment, Sum and Sums of Money, Meſſuage, Lands and Tenements, and every Part thereof, **To have and to hold** the ſaid Judgments, Meſſuage or Tenements, Cloſes and Premiſſes, Sum and Sums of Money, and Benefit thereof to the ſaid *I. D. R. I.* and *I. W.* their Executors, Adminiſtrators and Aſſigns: **Nevertheleſs**, upon ſuch Truſt, and to and for ſuch an Intent and Purpoſe as ſhall be declared touching the ſame (amongſt other Things) by Indenture, *Quadripartite*, intended to bear even Date with theſe Preſents, and to be made, *&c.* (the Truſt muſt be declared as the Caſe requires.)

And the ſaid *G. G.* for himſelf, and *E.* his Wife, his Heirs, Executors and Adminiſtrators, doth covenant, grant and agree, and to and with the ſaid *E. P. P. W.* and *R. W.* and every of them, their reſpective Executors, Adminiſtrators and Aſſigns, That the ſaid *T. D.* in his Life-time, and the ſaid *G.* and *E.* or either of them, have not ſince committed or done, and ſhall not at any Time or Times hereafter, without the Conſent of the ſaid *E. P. P. W.* and *R. W.* their reſpective Executors, Adminiſtrators or Aſſigns, do or commit any Act or Thing whereby the ſaid Judgment and Sum of 400 *l.* or any Part thereof, or the ſaid Extent, are, is, or may be releaſed, diſcharged, defeated or prejudiced, or whereby or by reaſon whereof the ſaid *J. D. R. J.* and *J. W.* their Executors, Adminiſtrators or Aſſigns, ſhall or may be hindred, or in any wiſe interrupted, from, or in holding or injoying the ſaid Premiſſes, ſo delivered in Extent as aforeſaid, and hereby intended to be aſſigned, or any Part thereof: **All** that the ſaid *G.* and *E.* and either of them, his and her Heirs, Executors or Adminiſtrators, ſhall and will at any Time or Times hereafter, upon the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *E. P. P. W.* and *R. W.* their Executors, Adminiſtrators or Aſſigns, make and execute unto the ſaid *J. D. R. J.* and *J. W.* or to ſuch other Perſon or Perſons as the ſaid *E. P. P. W.* and *R. W.* their Executors, Adminiſtrators or Aſſigns, ſhall appoint in that Behalf, ſuch further Aſſignment of the Premiſſes, or of any other Extent hereafter to be made on the ſaid Judgment, for the better Recovery of the ſaid Sum of 400 *l.* as by them or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required: **And** the ſaid *J. T.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, grant and agree, to and with the ſaid *G. G.* and *E.* his Wife, and either of them, their ſeveral Heirs, Executors and Adminiſtrators, that the ſaid *J. T.* his Executors and Adminiſtrators, ſhall and will ſave harmleſs and indempnified them the ſaid *G.* and *E.* his Wife, and either of them, his, and her Heirs, Executors and Adminiſtrators, his, her, and their Lands, Goods and Chattels, and Eſtate, of and from all Actions, Suits, Coſts, Damages and Expences, which ſhall or may happen or ariſe by Means of theſe Preſents, or by reaſon of any Proceſs or Execution to be had or ſued upon the ſaid Judgment, or any ways relating thereunto, except ſuch Coſts and Damages as ſhall ariſe by reaſon of the Acts or Defaults of them the ſaid *G.* and *E.* his Wife, his, her, or their Executors or Adminiſtrators, contrary to the Covenants herein on his, her, or their Behalfs to be performed.

In witneſs, &c.

Fines.

A Deed of Covenant to levy a Fine.

A Woman and her Son joined in a Fine, and declared the Uſe thereof to her and her Heirs, to the End ſhe might be ſeized in Fee, and be able to ſell Lands to a Purchaſer, which ſhe accordingly did by Leaſe and Releaſe in Common Form.

THIS Indenture made the, *&c.* Day of, *&c.* Between *E. S.* of, *&c.* Gent. and *E. S.* of, *&c.* Widow, of the one Part, and *J. C.* of, *&c.* Gent. of the other Part, **Witneſſeth**, That for divers good Cauſes and Conſiderations the ſaid Parties hereunto moving, it is hereby covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, for them and their Heirs, and the ſaid *E. S.* and *E. S.* for themſelves and their Heirs, do covenant, promiſe and grant, to and with the ſaid *J. C.* his Heirs and Aſſigns, by theſe Preſents, That they the ſaid *E. S.* and *E. S.* ſhall and will before the End of, *&c.* Term, next enſuing the Date of theſe Preſents, in due Form of Law acknowledge and levy unto the ſaid *J. C.* and his Heirs, one or more Fine or Fines, *Sur Conuſance de droit come ceo,* &c. with Proclamation in his Majeſty's Court of *Common Pleas* at *Weſtminſter*, of All, *&c.* (here inſert the Parcels in *hæc verba*) together with all and ſingular Houſes, Out-houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Pigtells, Backſides,

ſides, Rights, Privileges, Profits, Commodities and Appurtenances whatſoever to the ſaid ſeveral Meſſuages, Cottages, Tenements, Paſture Ground and Premiſſes belonging, or in any wiſe appertaining; and alſo of all other the Meſſuages, Cottages, Lands, Tenements and Hereditaments whatſoever, of them the ſaid *E. S.* and *E. S.* or either of them, ſituate, lying and being in the Pariſh of, *&c.* in the County of, *&c.* by ſuch Name and Names, Number of Meſſuages or Tenements, Cottages and Acres of Land, Quantities, Qualities, and other Certainties as ſhall be fit and requiſite in that Behalf; Which ſaid Fine and Fines when ſo had and levied, ſhall be and enure, and all and every other Fine and Fines already had and levied, or to be had and levied of the Premiſſes, or any Part of them, ſhall be and enure, and ſo was and is the Intention of the Parties to theſe Preſents, at the Time and Times of levying ſuch Fine and Fines that the ſame ſhould and ſhall be and enure, And it is declared by the ſaid Parties to theſe Preſents, that the ſame ſhall be and enure, to the only proper Uſe and Behoof of the ſaid *E. S.* the Mother, her Heirs and Aſſigns for ever, and to or for no other Uſe, Intent or Purpoſe whatſoever.

In Witneſs, &c.

Another

Another Deed to lead the Uſe of a Fine levied of Fee-Farm Rents in Reverſion after the Death of the Queen Dowager.

This Indenture, *Quadripartite*, made the, *&c.* Day of, *&c.* Between *R B* of, *&c.* Eſq; Son and Heir of *R. B.* of, *&c.* Eſq; of the firſt Part, *J. A.* Merchant, and *J. G.* Eſq; of the ſecond Part, *E.* Lady *N.* of, *&c.* Widow, of the third Part, and *C. M.* Eſq; and *E* his Wife, Daughter of the ſaid *E.* Lady *N.* of the fourth Part, **Witneſſeth**, That to the Intent all Intails of the Penſions, Rents and Hereditaments after mentioned may be and the ſame as is herein alſo after mentioned, It is agreed by and between the ſaid *R. B. E.* Lady *N.* the ſaid *C. M.* and *E.* his Wife, ſhall and will at or before the End of the next *E.* Term, acknowledge and levy before his Majeſty's Court of Juſtices of the *Common Pleas* at *Weſtminſter*, one or more Fine or Fines, *Sur Conuſance de droit come de ceo, &c.* with Proclamation thereupon, according to the Form of the Statute in that Caſe made and provided unto the ſaid *J. A.* and *J. G.* and the Heirs of the ſaid *J. A.* of all (here inſert the Rents in the Deed) which ſaid Fine or Fines, and all and other Fine or Fines had or to be had, voided or executed, by or betwixt the ſaid Parties to theſe Preſents, or any of them, of or for the ſaid Penſion, Rents and Premiſſes, or any Part thereof, ſhall be and enure, and ſhall be conſtrued, decreed, adjudged and taken to be and enure, and ſo is the Intent of all the Parties to theſe Preſents, that the ſame ſhall be and enure from and after the Deceaſe of her preſent Majeſty the Queen Dowager of *England*, to the only proper Uſe of the ſaid *E.* Lady *N.* and her Heirs for ever.

In Witneſs, &c.

A Man and his Wife levied a Fine of the Wife's Eſtate in Jointure by a former Huſband to another Perſon for 99 Years, determinable on the Wife's Death, to ſecure an annual Payment of a Sum of Money to that Perſon mentioned and ſecured by another Deed, being the Husband's Debt; the Eſtate falling to another after the Death of the Wife.

THIS Indenture, made the, *&c.* Day of, *&c.* between *J. K.* and *B.* his Wife, of the one Part, and *J. S.* of, *&c.* Eſq; of the other Part; **Witneſſeth**, That the ſaid *J. K.* for and in Conſideration of the Sum of, *&c.* of lawful Money of *England*, by the ſaid *J. S.* to him the ſaid *J. K.* and *B.* his Wife in Hand paid, the Receipt whereof they do hereby acknowledge, and thereof acquit and diſcharge the ſaid *J. S.* (and for and in Conſideration of a Redemiſe to be made, and intended to bear Date the Day next after the Date hereof, of all and ſingular the Lands, Tenements and Hereditaments hereaftermentioned, unto the ſaid *B. K.* for, *&c.* Years, and, *&c.* Months, if the ſaid *B.* ſhall ſo long live) doth covenant, grant and agree, to and with the ſaid *J. S.* by theſe Preſents, That he the ſaid *J. K.* and *B.* his ſaid Wife, ſhall and will, before the End of the next *E.* Term, acknowledge and levy in due Form of Law, unto the ſaid *J. S.* one or more Fine or Fines, *Sur conceſſerunt*, of all, *&c.* and all and ſingular Lands, Tenements and Hereditaments whatſoever, with their Appurtenances, unto the ſaid Meſſuage, Farm, or Premiſſes, belonging, or in any wiſe appertaining: And alſo of all that, *&c.* And of all and ſingular Glebe Lands, Tythes, Oblations, Penſions, Proportions of Tythes, and all other Hereditaments whatſoever thereunto belonging, or in any wiſe appertaining, And of all and every other the Meſſuages, Lands, Tenements and Hereditaments whatſoever, of them the ſaid *J. K.* and *B.* his Wife, or either of them, and of the Reverſion and Reverſions, Remainder and Remainders of them, ſituate, lying and being in the Counties of, *&c.* or in either of them, by which ſaid Fine or Fines, the ſaid *J. K.* and *B.* his Wife, ſhall by the Name of two Meſſuages, 100 Acres of Arable, 80 of Paſture, 60 of Meadow, 20 Acres of Wood, with Common of Paſture for all ſorts of Cattle, one Rectory, with all ſorts of great and ſmall Tythes thereunto belonging, or by ſuch other Name or Names, Numbers of Meſſuages and Acres, Quantities of Land and other Things as ſhall be fit and requiſite, grant unto the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, and all and ſingular the Premiſſes, for and during the Term of 99 Years, from the Day of the Date of theſe Preſents next enſuing, and fully to be compleat and ended (if the ſaid *B.* ſhall ſo long live) Which ſaid Fine and Fines, and all and every the Fine and Fines levied, or to be levied, of all and ſingular the Premiſſes, or of any Part of them, ſhall be and enure, and is and are hereby declared and agreed, by and between all and every the Parties to theſe Preſents, to be and

Quantity of Meſſuages, Acres of Land, *&c.*

Declaration of the Uſe of the Fine.

enure to the only Uſe and Behoof of the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, for and during, and until the full End and Expiration of the ſaid Term of 99 Years, *&c.* from the Day of the Date hereof next enſuing, and fully to be compleat and ended (if the ſaid *B.* ſhall ſo long live) And the ſaid *J. K.* for himſelf and his Heirs, doth covenant and grant, to and with the ſaid *J. S.* by theſe Preſents, That he the ſaid *J. S.* his, *&c.* ſhall and may peaceably and quietly have, hold, and enjoy, all and ſingular the Premiſſes, for and during the ſaid Term of 99 Years (if the ſaid *B.* ſhall ſo long live) without the lawful Let, Suit, Trouble, Interruption or Eviction of him the ſaid *J. K.* or of any other Perſon or Perſons, and free and diſcharged from all Forfeitures, Seiſure and other Incumbrances whatſoever; And farther, That he the ſaid *J. K.* and *R.* his Wife, and all other Perſons claiming, or to claim, from, by and under them, ſhall and will at all Times hereafter, during the Continuance of the aforeſaid Term, do and ſuffer ſuch farther and other Acts and Things, for the better Aſſuring all and ſingular the Premiſſes to the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, during the then Reſidue of the ſaid Term of 99 Years, determinable as aforeſaid, as by the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably adviſed or required.

Husband covenants that the Grantee ſhall peaceably enjoy.

And for further Aſſurance.

In Witneſs, &c.

Ano-

Another Deed declaring the Uſe of a Fine.

A Man being intitled to an Eſtate in Reverſion after the Death of his Mother, ſells his Reverſion, and covenants by this Deed to levy a Fine, and declares the Uſe thereof to the Purchaſer, and covenants againſt all Incumbrances, and for further Aſſurance.

This Indenture made the, *&c.* Day of, *&c.* between *W. L.* of, *&c.* in the County of, *&c.* Cooper, of the one Part, and *T. T.* of, *&c.* Merchant, and *J. C.* of, *&c.* Gent. of the other Part, **Witneſſeth**, that for and in Conſideration of the Sum of, *&c.* of lawful Money of *England*, to him in Hand paid by the ſaid *T. T.* and *J.* C. the Receipt whereof he the ſaid *W. L.* doth hereby acknowledge, and thereof acquit and diſcharge the ſaid *T. T.* and *W.* C. by theſe Preſents, and for other good and valuable Conſiderations him thereunto moving, he the ſaid *W. L.* for himſelf, his Heirs, Executors and Adminiſtrators doth covenant, promiſe, grant and agree to and with the ſaid *T. T.* and *I.* C. their Heirs and Aſſigns by theſe Preſents, that he the ſaid *W. L.* ſhall and will at the proper Coſts and Charges in the Law of them the ſaid *T. T.* and *I.* C. their Heirs and Aſſigns, before the End of this preſent *E.* Term, acknowledge and levy, in due Form of Law, before his Majeſty's Juſtices of the Court of *Com. Pl* at *Weſtm.* one or more Fine or Fines, *Sur Conuſance de droit come de ceo*, &c. with Proclamations thereupon, according to the Form of

The Land parcelled with the Appurtenances.

Declaration of the Uſe of the Fine.

the Statute made and provided, and according to the uſual Courſe of Fines in ſuch Caſe uſed and accuſtomed, unto the ſaid *T. T.* and *I. C.* and their Heirs, of all, *&c.* together with all Ways, Water-courſes, Commons, Commodities and Appurtenances whatſoever, to the ſaid Meſſuage or Tenement, Land and Premiſſes belonging, or any wiſe appertaining, and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the Premiſſes; which ſaid Fine or Fines, and all other Fine or Fines had or to be had, levied, acknowledged or executed by and betwixt the Parties to theſe Preſents, or any of them, or for the ſaid Meſſuage or Tenement, and Premiſſes, or any Part thereof, ſhall be and enure, and ſhall be adjudged, conſtrued, expounded, deemed taken to be and enure, and ſo is and was the Intent of the Parties hereunto at the Time of levying the ſame, ſhall be and enure to the only proper Uſe and Behoof of them the ſaid *T. T.* and *I. C.* and their Heirs for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever.

Grantor covenants, that he is ſeiſed in Fee, and hath Power to convey. That the Premiſſes are not incumbred. Except the Mother's Eſtate for Life. The Grantor warrants the Premiſſes. And covenants for further Aſſurance.

And the ſaid *W. L.* for himſelf and his Heirs, doth covenant and grant, to and with the ſaid *T. T.* and *J. C.* his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *W. L.* now hath good and full Power to convey the ſame Premiſſes in Manner aforeſaid, and that the Premiſſes, or any Part of them, are not incumbred by him the ſaid *W. L.* or by any other Perſon or Perſons whatſoever, in Title, Charge, Eſtate or otherwiſe, with the Conſent of the ſaid *W. L.* (except that the Mother of the ſaid *W. L.* is intituled to the ſame, for and during the Term of her natural Life.) And the ſaid *W. L.* for himſelf and his Heirs, the ſaid Meſſuage, Lands and Premiſſes, to the ſaid *T. T.* and *J. C.* and their Heirs, ſhall and will warrant and ever defend by theſe Preſents, and the ſaid *W. L.* for himſelf and his Heirs, doth covenant and grant, to and with the ſaid *T. T.* and *I. C.* their Heirs and Aſſigns by theſe Preſents, that he the ſaid *W. L.* his Heirs and Aſſigns, and all and every other Perſon and Perſons claiming, or to claim the ſaid Meſſuage, Lands, Premiſſes, or any Part of them, from, by, or under him, them, any or either of them ſhall and will from Time to Time, and at all Times hereafter, within the Space of 10 Years from henceforth, at the Requeſt, Coſts and Charges of the ſaid *T. T.* and *I. C.* their Heirs and Aſſigns, make, do, acknowledge, levy, ſuffer and execute all and every ſuch farther and other Acts, Matters and Things, for the farther and better Aſſuring the Premiſſes, with their Appurtenances, unto the ſaid *T. T.* and *I. C.* their Heirs and Aſſigns, as by the ſaid *T. T.* and *I. C.* their Heirs and Aſſigns, or by their Counſel learned in the Law, ſhall reaſonably be deviſed or required.

In witneſs, &c.

Intereſt.

A Deed to ſecure the Payment of Intereſt.

2000 l. *being charged by a Settlement on an Eſtate to a Siſter, ſhe dies, and the Money and the Land became veſted in the Heir, he Mortgages both to one for* 2000 *l. with Redemption by another Deed, and by this Deed conveys the Equity of the Redemption to Truſtees to ſecure the Payment of the Intereſt of the* 2000 l. *and in Default of Payment thereof, to ſell the Land,* &c. 1ſt, *to pay off the Mortgage and Charges;* 2dly, *to pay the Overplus to the Mortgagor;* and 3dly, *to reconvey the reſt unſold to the Mortgagor.*

This Indenture *Tripartite,* made the, *&c.* Day of, *&c.* between the Right Honourable *H.* Earl of *S.* of the firſt Part, *V.* O. of *&c.* Gent. and *R. R.* of, *&c.* of the ſecond Part, and the Right Honourable *K.* Counteſs *S.* of the third Part: **Whereas** the Right Honourable *W.* late Viſcount S. deceas'd, by Indenture bearing Date the, *&c.* for the Conſideration therein mentioned did (by the Conſent and Direction of the Right Honourable *J.* late E. of *W.* and Marqueſs of *W.* deceas'd, who intermarried with *J. H.* Daughter of the ſaid *W.* Viſcount S.) demiſe to E. *P.* and *F. H.* Eſqs; for the Term of 500 Years, the Capital Meſſuage, Gardens, Lands, Tenements and Hereditaments herein after mentioned, and intended to be hereby conveyed under a *Proviſo* therein contained, that if the ſaid *W.* Viſcount *S.* his Heirs, Executors or Adminiſtrators, ſhould pay unto the ſaid *E. P.* and *F. H.* their Heirs, Executors, Adminiſtrators or Aſſigns, at the Place therein mentioned, the Sum of 2060 *l.* in ſuch Manner, and on the ſeveral Days or Times in the ſame recited Indenture mentioned, then the ſame Deed ſhould be void. And Whereas it was and is thereby declared, that the ſaid Sum of 2060 *l.* when the ſame ſhould be received, ſhould remain in the Hands of the ſaid *E. P.* and *F. H.* their Executors and Adminiſtrators upon Truſt, that the Intereſt thereof from the Time the ſame ſhould become payable, ſhould be paid to the ſaid *E. P.* and *F. H.* and to the Survivor of them, and the Executors or Adminiſtrators of ſuch Survivor, and ſhould be paid by them unto the ſaid Marqueſs and his Aſſigns, during his Life; and after his Deceaſe, to ſuch Child or Children as the ſaid Marqueſs ſhould beget on the Body of the ſaid *J* in ſuch Proportions, and at ſuch Times as the ſaid Marqueſs, by Writing or Will ſhould limit or appoint; and for want of ſuch Appointment in Truſt for ſuch Child, if one; if more, in equal Proportions to be paid them at their Age or Ages of 18 Years, or Days of Marriage (if they were Women) which firſt happens, and in the mean Time the Intereſt thereof to be imploy'd towards his, her, and their Education and Maintenance; and if the ſaid Marqueſs ſhould die, leaving no Child or Children, or not leaving the ſaid Marchioneſs *Enſeint* with a Child which ſhould be born after his Death, then in Truſt for the Executors or Adminiſtrators of the ſaid Marqueſs, both as to the Principal Sums and Intereſt

The Term abſolute.

The Term became abſolute.

P. H. made a Will.

The Marqueſs made his Will.

The Marchioneſs aſſigns the Mortgage for 500 l. to *J. J.*

Recital of Indorſment for more Money borrowed by the Marchioneſs.

reſt unpaid: **And whereas** the ſaid Term and Eſtate of 500 Years became abſolute by Default of Payment of the ſaid Sum of 2060 *l.* **And whereas** the ſaid Marqueſs had no Iſſue Male or Female by the ſaid *J.* **And whereas** the ſaid *E. P.* died, whereby the ſaid *F. H.* by Survivorſhip, became intereſſed of the Premiſſes for all the then Remainder of the ſaid Term of 500 Years, in Truſt as aforeſaid: **And whereas** the ſaid *F. H.* having made his laſt Will and Teſtament, but appointed no Executors thereof, afterwards died, and after his Deceaſe, Adminiſtration of his Goods, Cheſts, Rights and Credits, with the Will annexed, were granted unto *A.* his Widow and Relict: **And whereas** the ſaid Marqueſs made his laſt Will and Teſtament, and made the ſaid Marchioneſs his ſole Executrix, and afterwards died, and the ſaid Marchioneſs proved the ſame Will, and took upon her the Execution thereof, and thereby (ſhe not having any Iſſue by the ſaid Marqueſs) became intituled to the ſaid Sum of 2060 *l.* and the Intereſt thereof, and to the Truſt of the ſaid Term: **And whereas** by Indentures bearing Date, *&c.* Day of, *&c.* in Conſideration of the Sum of 500 *l.* to the Marchioneſs by *J. J.* of, *&c.* in Hand paid, ſhe the ſaid Marchioneſs, and the ſaid *A. H.* by her Direction, did aſſign the Meſſuage and Lands herein after mentioned unto the ſaid *J. J.* for all the then Reſt and Reſidue of the ſaid Term of 500 Years, ſubject to Redemption by the ſaid Marchioneſs, on her Payment of the Sum of 525 *l.* to the ſaid *J. J.* his Executors, Adminiſtrators and Aſſigns, on certain Days and Times for that Purpoſe limited and appointed: **And whereas** by certain Indorſment on the ſaid laſt recited Indenture, the ſaid Marchioneſs did borrow and take up at

Intereſt, of the ſaid *J. J.* the further Sum of 500 *l.* and thereby agreed, that the Premiſſes ſhould ſtand Security for the Payment of the ſame, with Intereſt at, *&c. per Cent.* at a certain Day therein limited for the Payment thereof: And whereas Default was made in the Payment of the reſpective Sums of 500 *l.* and Intereſt, whereby the Eſtate and Intereſt of the ſaid *J. J.* became abſolute: And whereas by Indentures *Tripartite*, bearing Date the, *&c.* Day of, *&c.* made, or mentioned to be made between *W. G. N. L.* and *T. N.* Executors of the laſt Will and Teſtament of *J. J.* of the firſt Part, the Right Honourable the Lady *M.* Counteſs of *S.* Widow, ſince deceaſed, the ſaid *H.* Earl of *S.* of the ſecond Part, and *F. G.* and *G. P.* of, *&c.* Gent. of the third Part, in Conſideration of the Sum of 100 *l.* therein mentioned to be paid to the ſaid *W. G. N. L.* and *T. N.* by the ſaid *F. G.* and *G. P.* by the Appointment of the ſaid Counteſs, and *H.* Earl of *S.* they the ſaid *W. G.* and *N. L.* and *T. N.* and the ſaid Counteſs and *E.* of *S.* did bargain, ſell and Aſſign unto the ſaid *F. G.* and *G. P.* all and ſingular the Premiſſes for the then Reſt and Reſidue and Remainder of the ſaid Term of 5000 Years, which ſaid laſt recited Indenture was ſo made unto the ſaid *F. G.* and *G. P.* for ſecuring the Sum of 1000 *l.* and Intereſt, which hath not been paid. And whereas by Indentures bearing Date the, *&c.* Day of, *&c.* the ſaid *F. G.* and *G. P.* in Conſideration of the Sum of 1000 *l.* therein mentioned to be to them paid, did aſſign the ſame Premiſſes to *A. H.* Gent. for the then Remainder of the ſaid Term of 500 Years: And whereas the ſaid laſt recited Indenture was likewiſe made to the ſaid *A. H.* for ſecuring the Payment

The Executors of *J. J.* aſſign the Premiſſes to *F. G.* and *G. P.* by the Direction of the Heir at Law, and Brother of the Marchioneſs.

F. G. and *G. P.* aſſign the Premiſſes to *A. H.*

Payment of the Sum of 1000 *l.* and Intereſt, which hath not yet been paid: **And whereas** alſo the ſaid laſt recited Indenture ſo made unto the ſaid *A. H.* was by him declared to be in Truſt for *G. H.* of, *&c.* which the ſaid *G. H.* afterwards did declare was in Truſt for *F. L.* of, *&c.* Widow: **And whereas** the ſaid *J.* Marchioneſs of *W.* is ſince Dead, having made her laſt Will and Teſtament, and *J. M.* of, *&c.* the ſole Executor thereby (*inter al.*) deviſed all her Intereſt of, in, and unto the Premiſſes, unto the ſaid *H.* Earl of *S.* in whom the Equity of Redemption is now veſted: **And whereas** by Indentures *Quadripartite* made, or mentioned to be made between *W. H.* Eſq; Executor of the laſt Will and Teſtament of the ſaid *A. H.* of the firſt Part, the Viſcounteſs Dowager of *S.* and *S.* of the ſecond Part, the ſaid *H.* Earl of *S.* and *J. M.* of the third Part, the Right Honourable the Lady *A. H.* Relict and Executrix of the ſaid *G. H.* of the fourth Part, and *F. L.* of the fifth Part, for the Conſiderations therein mentioned, the ſaid *H.* Earl of *S.* and *W. H.* by his Directions, and (with the Conſent of the ſaid *A. H.* and *T. L.*) did aſſign the Premiſſes to the ſaid Viſcounteſs Dowager of *S.* and *S.* for the Remainder of the ſaid Term of 500 Years, ſubject to Redemption by the ſaid *H.* Earl of *S.* on his Payment of the Sum of 2055 *l.* to the ſaid Viſcount *S.* and *S.* as in and by the ſaid ſeveral recited Indentures, Wills, Letters of Adminiſtration and Indorſment, Relation being thereunto reſpectively had, may more fully appear: **Now this Indenture witneſſeth**, that for the better Securing the Payment of the ſaid ſeveral Sums of 2000 *l.* and Intereſt, after the Rate of 5 *l.* 10 *s.* *per Cent. per Annum*, unto the

A Truſt declared by *A. H.*

The Marchioneſs made her Will.

The Earl of *S.* by the Directions of the ſeveral Perſons intereſted in the Mortgage, aſſigns to the Viſcounteſs *S.* and *S.* to ſecure 2000l.

For the better Securing the Payment of Principal and Intereſt.

ſaid *S.* and *S.* and for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England*, in Hand well and truly paid by the ſaid *V. O.* and *R. R.* to the ſaid *H.* Earl of *S.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, He the ſaid *H* Earl of *S.* (at the Nomination of the ſaid Viſcounteſs *S.* and *S.* teſtified by her being Party to, and Sealing and Delivery of theſe Preſents) hath granted, releaſed and confirmed, and by theſe Preſents doth grant, releaſe and confirm, unto the ſaid *V. O.* and *R. R.* (by Virtue of a Bargain and Sale to them made, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute made for transferring Uſes unto Poſſeſſion in their actual Poſſeſſion of the ſame now being) **All** (here put the Parcels *in hæc verba*) and the Equity of Redemption in general Words, of all the Premiſſes) To have and to hold the ſaid Capital Meſſuage, Gardens, Lands, Hereditaments, and all and ſingular other the Premiſſes hereby conveyed, or mentioned to be conveyed, with their and every of their Appurtenances, and all the Equity, Power and Right of Redemption of him the ſaid *H.* Earl of *S.* of, in, and to the ſame, unto the ſaid *V. O.* and *R. R.* their Heirs and Aſſigns, to the only proper Uſe and Behoof of them the ſaid *V. O.* and *R. R.* their Heirs and Aſſigns for ever, Upon and under this Truſt and Confidence, and to this Intent and Purpoſe, nevertheleſs, that in Caſe the ſaid *H.* Earl of *S.* his Heirs or Aſſigns, ſome or one of them ſhall not within the Space of one Year after the ſaid Viſcounteſs *S.* and *S.* her Executors, Adminiſtrators or Aſſigns, ſhall by any Writing under her or their Hand or Hands, give Notice to the ſaid *H.* Earl of *S.* his Heirs or Aſſigns, to pay in the ſaid

The Earl conveys his Equity of Redemption to *V. O.* and *R. R.* and their Heirs.

The Truſt declared.

Upon Notice to pay the Principal and Intereſt.

In Default Truſtees impowered to ſell.

1*ſt.* To pay Truſtees their Coſts and Charges.

2*ly.* To pay the 2000 *l.* and Intereſt.

To pay the Surplus to the Earl of S.

And to re-convey what unſold to the Earl.

The Earl covenants that he is ſeized.

principal Sum of 2000 *l.* and Intereſt pay, or cauſe to be paid unto the ſaid Viſcounteſs *S.* and *S.* her Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 2000 *l.* of lawful Money of *England*, and all Intereſt due for the ſame, or in Caſe there ſhall at any Time be Arrear and unpaid one whole Year's Intereſt for the ſaid principal Sum of 2000 *l.* That then and in ſuch Caſe the ſaid *V.* O. and *R. R.* and the Survivor of them, their Heirs and Aſſigns, do and ſhall ſell and diſpoſe, All and ſingular the Premiſſes, or ſuch or ſo much of the ſame, as ſhall be ſufficient by the Money coming to them by the Sale thereof, in the firſt Place, to pay all ſuch Coſts and Charges as they or either of them ſhall ſuſtain and be put unto, for, about or concerning the ſame, or by reaſon of theſe Preſents, which it ſhall be lawful for them to retain, and afterwards ſo much as ſhall be ſufficient to pay off and diſcharge the ſaid Sum of 2000 *l.* and all Intereſt due, or to be due for the ſaid 2000 *l.* unto the ſame Viſcounteſs and *S.* her Executors, Adminiſtrators and Aſſigns, and do and ſhall pay the ſame accordingly, And do and ſhall pay the Surpluſage of ſuch Money (if any there ſhall be) to the ſaid *H.* Earl of *S.* his Executors, Adminiſtrators and Aſſigns, And after the Performance of the Truſts aforeſaid, upon and under this further Truſt, That they the ſaid *V.* O. and *R. R.* and their Heirs, do and ſhall re-convey to the ſaid *H.* Earl of *S.* and his Heirs, or as he or they ſhall appoint, all ſuch of the Premiſſes as ſhall not be ſold to perform the ſaid Truſts, And the ſaid *H.* Earl of *S.* for himſelf and his Heirs, doth covenant, promiſe, grant and agree, to and with the ſaid *V.* O. and *R. R.* by theſe Preſents, That he the ſaid *E.* is now lawfully ſeized to him and his Heirs, of, and in the Reverſion of the Premiſſes hereby conveyed or mentioned to be conveyed, with their Appurtenances, of a good, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, expectant upon, and after the Determination of the ſaid Term of 500 Years, without any Condition or Limitation whatſoever, to alter, change or defeat the ſame, **And** that he the ſaid *E.* hath now good Right, full Power and abſolute Authority to releaſe and convey the ſame unto the ſaid *V. O.* and *R. R.* their Heirs and Aſſigns, in Manner and Form aforeſaid, And that he the ſaid Earl, his Heirs and Aſſigns, ſhall and will join with the ſaid *V. O.* and *R. R.* their Heirs and Aſſigns, or any Part of them, for Performation of the Truſt aforeſaid; **And further,** That the Premiſſes, and every Part and Parcel thereof, with the Appurtenances, now are free and clear, and freely, clearly and abſolutely acquitted, freed and diſcharged, of and from all manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Jointures, Dowers, Wills, Intails, Statutes, Recognizances, Judgments, Extents, Outlawries, and of, and from all other Incumbrances whatſoever, other than in and by the ſeveral above-recited Indentures, and one Leaſe heretofore made of a little Garden or Cloſe, Parcel of the Premiſſes by the ſaid Viſcount *S.* under the yearly Rent of 10 *l.* wherein there is about 18 Years to come: **And alſo,** That he the ſaid *E.* and all and every Perſon or Perſons whatſoever, lawfully having or claiming, or to have or claim any Eſtate, Right, Title or Intereſt of, in, or to the Premiſſes, or any Part thereof, from, by or under him, ſhall and will from Time to Time, and at all Times, at and upon the reaſonable Requeſt, Coſts and Charges in the Law, of them the ſaid *V. O* and *R. R.* their Heirs and Aſſigns, make, do, acknowledge, levy,

And hath good Power to convey.

And that the Premiſſes are not incumbred.

Except the ſeveral recited Indentures, and one Leaſe of Part of the Premiſſes.

levy ſuffer and execute, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better, and more perfect and abſolute aſſuring and conveying the Premiſſes, and every Part thereof, with the Appurtenances, unto the ſaid *V.* O. and *R. R.* their Heirs and Aſſigns, ſubject to the Truſts aforeſaid, as by the ſaid *V.* O. and *R. R.* their Heirs or Aſſigns, or by their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required.

In Witneſs, &c.

Intereſt.

An Agreement indorſed on a Mortgage in Ireland, *the Money being lent in* England, *and the Condition to pay it in* Ireland, *at* 1 l. per Cent. *Intereſt, (becauſe of Exchange) but if paid in* England, *at* 6 l. per Cent. *if in* Ireland, 10 l. per Cent.

Memorandum, It is agreed by and between the within-named *J.* Earl of *A.* and the within named *J. B.* That if the ſaid *E.* of *A.* ſhall pay or cauſe to be paid unto the ſaid *J. B.* his Executors, Adminiſtrators or Aſſigns, Intereſt for the within mentioned Sum of 2500 *l.* at *London*, in the Kingdom of *England*, after the Rate of 6 *l. per Cent. per Annum*, half yearly, or within 3 Months after the Sum ſhall half yearly become due for all or any Part of the Time the ſaid Sum of 2500 *l.* ſhall be ſecured by the Lands, Tenements and Hereditaments within mentioned, that then and in ſuch Caſe the ſaid *J. B.* ſhall accept of the ſaid Intereſt at the Rate of 6 *l. per Cent. per Annum*, in Diſcharge of all Intereſt for the ſaid Principal Sum, for ſuch Time as the ſaid Intereſt at the Rate of 6 *l. per Cent per Ann.* ſhall ſo be paid as aforeſaid, and ſhall not inſiſt upon 10 *l. per Cent. per Annum*, for that Time for which the ſaid 6 *l. per Cent. per Annum*, ſhall ſo be paid as aforeſaid: **And whereas** the ſaid Sum of, *&c.* Pounds, was advanced for the ſaid Earl, and paid to him in *London*, in the Kingdom of *England*, the ſaid Earl doth grant and agree to and with the ſaid *J. B.* That if he the ſaid Earl ſhall pay unto the ſaid *J. B.* his Executors, Adminiſtrators or Aſſigns, the ſaid principal Sum of, *&c.* or any Part thereof in *Ireland*, that then and in ſuch Caſe he the ſaid *E.* ſhall pay to the ſaid *J. B.* ſo much Money as the Exchange and the Charge of remitting the ſame to *London* aforeſaid, ſhall amount unto for the ſaid principal Sum, or ſuch Part thereof as ſhall ſo be paid in the Kingdom of *Ireland*, for the Payment whereof the within mentioned Lands, Tenements and Hereditaments, ſhall ſtand Security, *&c.*

A Security from a third Perſon to pay Intereſt in Caſe the Mortgagor neglected to do the ſame half yearly, or within 14 Days after.

Recital of the Aſſignment of the Mortgage.

THis **Indenture**, made the, *&c.* Day of, *&c.* Between *D. F.* of, *&c.* Eſq; of the firſt Part, *G. D.* the younger, of, *&c.* of the ſecond Part, and *A. R.* of, *&c.* Gent. and *S. R.* Gent. his Son and Heir apparent of the third Part; **Whereas** by Indentures *Quadripartite*, of Aſſignment, bearing Date the Day of the Date hereof, made or mentioned to be made, Between *J. T.* of, *&c.* Gent. of the firſt Part, *G. D.* the Elder of, *&c.* aforeſaid, Gent. and *T. A.* of, *&c* of the ſecond Part, the ſaid *S. R.* of the third Part, the ſaid *G. D.* the younger, of the fourth Part (after a Recital therein mentioned) the ſaid *J. T.* in Conſideration of 5 *s.* to him paid by the ſaid *G. D.* the elder, and *T. A.* and of 400 *l.* paid to the ſaid G. R. by the ſaid *G. D.*

the younger, did (at the Nomination of the ſaid *G. D.* the younger) bargain, ſell and aſſign unto the ſaid *G. D.* the elder, and *T. A.* their Executors, Adminiſtrators and Aſſigns, **All** that, *&c.* for the Remainder of a certain Term of 500 Years in Truſt for the ſaid *G. D.* the younger, his Executors, Adminiſtrators and Aſſigns: **And Whereas** by certain Indentures of Bargain and Sale and Releaſe, bearing Date the Day before, and the Day of the Date of the ſaid laſt recited Indentures of Aſſignment, and of theſe Preſents, the ſaid Releaſe being made or mentioned to be made between the ſaid *A. R.* and *A.* his Wife, and *S. R.* their Son, and *S. B.* of, *&c.* Gent. of the firſt Part, the ſaid *G. D.* the elder, of the ſecond Part, and the ſaid *G. D.* the younger, of the third Part, in Conſideration of 600 *l.* paid to the ſaid *S. R.* (400 Pounds, the Conſideration of the above recited Indenture of Aſſignment, being Part thereof) by the ſaid *G. D.* the younger, and of 5 *s.* to the ſaid *A. R.* and *S. B.* by the ſaid *G. D.* the elder, then paid, and by Fine thereupon levied, the ſaid *S. B. A. R.* and *S. R.* did releaſe and convey the ſaid Manor and Premiſſes unto *G. D.* the elder, and his Heirs, to the Uſe of the ſaid *G. D.* the younger, his Heirs and Aſſigns for ever, which ſaid recited Indentures nevertheleſs are both defeazanced by Indentures *Tripartite* of the ſame Date, made or mentioned to be made between the ſaid *G. D.* the elder, and *T. A.* of the firſt Part, *G. D.* the younger of the ſecond Part, and *A. R.* and *A.* his Wife, and *S. R.* of the third Part, Payment of 708 *l.* by the ſaid *A R.* and *S. R.* their Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *G. D.* the younger, his Executors, Adminiſtrators or Aſſigns, on the ſeveral Days and Times herein after mentioned (that

Recital of a Leaſe and Releaſe, and a Fine thereon levied.

Defeazance of the recited Security.

Covenants to pay the Intereſt for three Years.

is to ſay) put the Day of Payment and Sum in the Defeazance) **Now this Indenture witneſſeth**, That for the better Securing the true and regular Payment of the lawful Intereſt of the Sum of 600 *l.* to the ſaid *G D.* his Executors, Adminiſtrators or Aſſigns, by half yearly Payments of, *&c.* for the full Term of Years, to be computed from the Day of the Date hereof, he the ſaid *D, F.* doth covenant, promiſe, grant and agree, to and with the ſaid *G. D.* the younger, by theſe Preſents, That he the ſaid *D F* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will cauſe to be paid unto the ſaid *G. D.* the younger, his Executors, Adminiſtrators or Aſſigns, at, or in, *&c.* within 14 Days after ſuch Intereſt ſhall ſo become due as aforeſaid half yearly, and every half Year during the ſaid Term of, *&c.* Years Intereſt, for the Sum of 600 *l.* from henceforth after the Rate of ſix Pounds *per Cent. per Annum*, without any Deduction or Abatement whatſoever out of the ſame, for or by reaſon of any Taxes, Charges or Aſſeſſments by Parliament, or otherwiſe, or by reaſon of any other Matter or Thing whatſoever; and in Default thereof, That he the ſaid *D. F.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will pay the ſame as aforeſaid, the ſaid *G. D.* impowering the ſaid *D. F.* in the Name of the ſaid *G. D.* to recover the ſame, and reimburſe himſelf, from, or againſt the ſaid S. R. the ſaid *D. F.* indempnifying the ſaid *G. D.* againſt which the ſaid *D. F.* ſhall do in his Name.

In witneſs, &c.

Another Deed or Security from a third Perſon to pay Intereſt for three Years in caſe the Mortgagor ſhould not have paid the ſame, according to the Deed of Mortgage.

Recital of the Mortgage.

THis **Indenture** made, between *D. F.* of, *&c.* of the one Part, and *G. D.* the Younger, of, *&c.* of the other Part: **Whereas** the ſaid *G. D.* hath lent unto *A. R.* of, *&c.* and to *S. R.* his Son, by *A.* Wife of the ſaid *A. R.* and only Siſter of the ſaid *D. F.* the Sum of 600*l.* of lawful Money of *England*, ſecured by a Mortgage of Lands and Tenements in the County of *B.* and is the ſame Sum of 600 *l.* mentioned in a certain *Quadripartite* Indenture, bearing even Date with theſe Preſents, and made or mentioned to be made, *&c.* and made Payable the, *&c.* Day of, *&c.* with Intereſt at 6 *l. per Cent.* to be paid in the mean Time, by half yearly Payments: **Now this Indenture witneſſeth**, and the ſaid *D. F.* in Conſideration of 5 *s.* of, *&c.* to him paid by the ſaid *G. D.* hath undertaken to inſure the due Payment of the Intereſt of the ſaid 600 *l.* for the ſaid Years, and by theſe Preſents doth, for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, covenant, promiſe and agree to and with the ſaid *G. D.* his Executors and Adminiſtrators, that if the ſaid *A.* and *S. R.* ſhall make Default in Payment of the Intereſt of the ſaid 600 *l.* for the ſaid, *&c.* Years, by half yearly Payments, that he the ſaid *D. F.* his Executors or Adminiſtrators, upon Notice of ſuch Default, ſhall within 14 Days after ſuch Notice, pay the ſaid Intereſt as the ſame ſhall grow during the ſaid, *&c.* Years, unto the ſaid

D. F. covenants to pay the Intereſt.

G. D.

The Mortgagee covenants with *D. F.* that *D. F.* make uſe of the Name of the Mortgagee to recover what Charge he ſhall ſuſtain on Account of the Mortgagor.

G. D. his Executors or Adminiſtrators, at or in, *&c.* above mentioned; And the ſaid *G. D.* for himſelf, his Executors and Adminiſtrators, and every of them doth covenant, promiſe and agree to and with the ſaid *D. F.* his Executors and Adminiſtrators by theſe Preſents, that it ſhall and may be lawful to and for the ſaid *D. F.* his Executors and Adminiſtrators, at his and their own Charge to proceed in the Name of the ſaid *G. D.* againſt the ſaid *A.* or *J. R.* or either of them upon this Covenant, to pay the ſaid Intereſt to be reimburſed Intereſt-Money, as the ſaid *D. F.* his Executors or Adminiſtrators ſhall or may have ſo paid for the Default of them the ſaid *A.* and *S.* or either of them.

In witneſs, &c.

Leaſes.

A Leaſe for ſeven Years of an Office and Place of Deputy-Secretary and Clerk in *Barbadoes.*

One having a Patent for the Office of Secretary Clerk in Barbadoes, *grants the ſame, and the Profits, for ſeven Years, determinable on the Grantor's Death, at a certain reſerved Rent and Quantity of fine Sugar yearly, with Power for the Leſſee to determine the Grant, on giving the Grantor a Year's Notice, with a Covenant from a third Perſon (being here in* London) *for the Leſſee to pay the Rent.*

Recital of the Letters Patent.

This Indenture *Tripartite,* made, *&c.* between *R. M.* of, *&c.* Eſq; of the firſt Part, and *J. W.* of, *&c.* Eſq; of the ſecond Part, and *P. P.* of, *&c.* of the third Part: **Whereas** King *Charles* the 2d from *England,* &c. by his Letters Patents, *&c.* (here recite the Letters Patents) from that King to the ſaid *R. M*) **And Whereas** *J. W.* from and before the Feaſt of St. *M.* laſt paſt, was and now is in the Execution of the ſaid Office as Deputy to the ſaid *R. M.* **Now this Indenture Witneſſeth,** that the ſaid *R. M.* for the Conſideration of the Rents and Covenants herein after theſe Preſents expreſſed and reſerved, and for divers other good Cauſes and Conſiderations him, the ſaid *R. M.* thereunto eſpecially moving, hath granted and demiſed, and by theſe Preſents doth conſtitute and appoint the ſaid *J. W.* his lawful and ſufficient Deputy, of and in the ſaid Offices and Places of Secretary and Clerk of the ſaid Iſland of *Barbadoes*, and doth grant and demiſe to him the ſaid *J. W.* the Fees, Profits, Perquiſites and Advantages whatſoever of the ſaid Offices or Places, to hold, execute and enjoy the ſaid Offices or Places; and alſo to have, take and receive all and every the Fees, Profits, Perquiſites and Advantages whatſoever ariſing by virtue of the ſaid Offices and Places, unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of St. *M.* laſt paſt before the Date of theſe Preſents, for and during the full End and Term of 7 Years, from thence next enſuing to be fully compleat and ended (if the ſaid *J. M.* ſhall ſo long live) yielding and paying therefore yearly, and every Year, during the Continuance of the ſaid Term, unto the ſaid *R. M.* his Executors, Adminiſtrators and Aſſigns, the yearly Rent or Sum of 400 *l.* and 20 Guineas at or in, *&c.* at the four moſt uſual Feaſts or Days of Payment in the Year (that is to ſay) by even and equal Portions, the firſt Payment thereof to begin and to be made at the Feaſt of, *&c.* next enſuing the Date of theſe Preſents: **And alſo** yielding and paying yearly, and every Year, during the Continuance of the Term hereby demiſed, unto the ſaid *R. M.* at the Place aforeſaid, upon the, *&c.* Day of, *&c.* in every of the ſaid Terms, 200 Weight of fine white Sugar. And the ſaid *T. T.* for himſelf, his Heirs, Executors and Adminiſtrators, for and on the Behalf of the ſaid *J. W.* doth covenant, promiſe, grant and agree to and with the ſaid *R. M.* by theſe Preſents, that he the ſaid *J. W.* ſhall and will by and out of the Fees, Perquiſites and Profits of the

Habend.

Reddend. 200 l. 20 Guineas, and 200 l. of white Sugar.

Covenant from *T. T.* to pay the Rent.

the ſaid Offices and Places, well and truly pay or cauſe to be paid, unto the ſaid *R. M.* his Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of, *&c.* Years (if he the ſaid *R. M.* ſhall ſo long live) the ſaid yearly Rent or Sum of 400 *l.* and 20 Guineas, and two Hundred Weight of fine Sugar at the Times and Places by theſe Preſents appointed for the Payment thereof, and alſo in Caſe the ſaid *R. M.* ſhall die before the Expiration of the ſaid Term, and between any Feaſts or Days of Payment, that then and in ſuch Caſe the ſaid *J. W.* or his Aſſigns, ſhall pay to the Executors, Adminiſtators or Aſſigns of the ſaid *R. M. pro rata*, and proportionably out of the ſaid Annual Rent of 400 *l.* and 20 Guineas, for the Time the ſaid *R. M.* ſhall die after ſuch Feaſt-Day, or Day of Payment; and the ſaid *R. M.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe, grant and agree, to and with the ſaid *T. T.* by theſe Preſents, that it ſhall or may be lawful to and for the ſaid *J. W.* to hold, execute and enjoy the the ſaid Offices and Places for the Term aforeſaid, and the Profits and Advantages iſſuing and ariſing, to take and receive to his and their own proper Uſe and Benefit, without any Lett, Trouble or Diſturbance of him the ſaid *R. M.* or any other Perſon or Perſons whatſoever, claiming or to claim, from, by, or under him: **Provided** always, and it is agreed by and between the Parties to theſe Preſents, that if the ſaid *J. W.* ſhall be deſirous to determine the Grant and Deputation to him hereby made, and ſhall give to the ſaid *R. M.* a Year's Notice thereof to commence from one of the ſaid Feaſts or Quarter-Days, that then after the Expiration of ſuch a Year, after ſuch Notice,

To pay the Rent in Proportion to the Time the Leſſor ſhall die before the Day of Payment.

Covenant from the Leſſor for the Leſſee to enjoy.

this preſent Grant, and the Deputation herein contain'd ſhall ceaſe and be void, and then and in ſuch Caſe the ſaid Office, and Places, and Fees, Profits and Perquiſites thereof, ſhall reveſt in the ſaid *R. M.* and his Aſſigns, and he and they ſhall have and enjoy the ſame, as in the ſaid *R. M*'s. former Eſtate, any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding.

In witneſs, &c.

A Leaſe for three Years from a Biſhop.

Tenant for Life, ſurrenders a former Leaſe to the Lord of the Manor to enable him to make a new Leaſe for three Lives, viz. *to a Stranger, and two of the old Lives, they Mortgaging the ſame to the firſt Life, ſubject to a Redemption, created by a Defeazance.* Vid. *that Defeazance following.*

This Indenture, made, *&c.* between the Right Reverend Father in God *G.* by the Providence of God Lord Biſhop of *W.* of the one Part, and *S. B.* Gent. of the other Part; **Witneſſeth**, that the ſaid *G.* Lord Biſhop of *W.* as well for and in Conſideration of the Surrender made by *G. H.* Eſq; *T.* and *B. H.* Gent. Sons of Sir *T. H.* deceas'd, of a former Leaſe to the ſaid Sir *T. H.* made by the ſaid *L. B.* of the Site, Manor, Farm, Lands, Tenements and Hereditaments, hereafter in theſe Preſents mentioned; as alſo for and in Conſideration of the yearly Rents, Covenants, Articles and Agreements, hereby and hereafter in theſe Preſents expreſſed, mentioned and reſerved, and for divers other good Cauſes and Conſiderations, him the ſaid Lord Biſhop thereunto eſpecially moving, hath demiſed, granted, and to farm let, and by theſe Preſents (at the Nomination of the ſaid *G. T.* and *B. H.*) doth for himſelf and his Succeſſors, demiſe, grant, and to farm let unto the ſaid *S. B.* **All** that, *&c.* and all the arable Lands, Meadows, Paſtures, Leaſures, Ways, Commons and Commodities to the ſaid Manor and Farm belonging and appertaining, together with the Services of the Tenants not extended into Mōney, and the Tithe-Corn of the Demeſn Lands of the Manor and Farm aforeſaid (except and reſerved unto the ſaid Lord Biſhop, and his Succeſſors, Biſhops, all Rent of Aſſize-works of Tenants, extended into Money, Warrants, Marriages, Reliefs, Fines, Heriots, Woods, Underwoods, Perquiſites of Courts, and Law-days, Paunage of Hogs, as well of the Tenant as other Eſcheats, Forfeitures, and other Cuſtoms and Appurtenances not before demiſed nor let (in and by theſe Preſents) **To have and to hold** all the ſaid Site of the Manor and Form aforeſaid, with the arable Lands, Meadows, Paſture, and all other the Premiſſes, with all and ſingular the Appurtenances (except before excepted and reſerved) unto the ſaid *S. B.* his Heirs and Aſſigns for and during the Term of the natural Life and Lives of the ſaid *S. B. G. H.* and *T. H.* and for and during the Life and Lives of the longeſt Liver of them, yielding and paying therefore yearly, and every Year, during the ſaid Term, unto the ſaid *L. B.* and his Succeſſors at, *&c.* the Sum of 20 *l.* of lawful Money of *England*, at two Feaſts in the Year (that is to ſay) at the Feaſt of St. *M.* the Archangel, and at the Annunciation of the Bleſſed Virgin *M.* by even and equal Payments; and alſo yielding and Paying Yearly, and every Year, during the ſaid Term, unto the Lord Biſhop, and his Succeſſors, at, *&c.* aforeſaid, the Sum of 40 Shillings of like lawful Money of *England*, at the Feaſt of St. *M.* for and towards the Diet of the ſaid Lord Biſhop, and his Succeſſors, Offices at the two Turns, to be holden at and for the Manor aforeſaid every Year, during all the ſaid Term; and the ſaid *S. B.* for himſelf, his Heirs

To *S.* B. and his Heirs, during the Lives of G. himſelf, and G. and *T. H.*

and Aſſigns, ſhall yearly find and allow unto the Steward, Surveyor and other Officers, and their Servants, and the Bailiffs Clerk of Bailiffwick, and others coming with them, ſufficient and neceſſary Houſe-room and Lodging, Hay, Litter and Provender for their Horſes, at two Turns to be holden there every Year during the ſaid Term, and alſo to the Bailiff and Clerk, and other coming with them, ſufficient Meat, Drink Lodging, with Hay, Litter and Provender for their Horſes, as often as they or any of them ſhall come to the ſaid Manor to keep Court there, or Survey the ſaid Manor, at the proper Coſts and Charges of the ſaid *S. B.* his, *&c.* **And further**, the ſaid *S. B.* for himſelf, his Heirs and Aſſigns, doth covenant and grant to and with the ſaid *L. B.* and his Succeſſors, by theſe Preſents, That he the ſaid *S. B.* his Heirs and Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, during the ſaid Term, at his and their own proper Coſts and Charges, well and ſufficiently uphold, repair and maintain all and ſingular the Houſes, Buildings and Edifices in and upon the ſaid demiſed Premiſſes, together with the Ponds, Hedges, Pales, Gates, Fences and Ditches in, upon, or about the ſame Premiſſes, in good and ſufficient Reparations, and the ſame well and ſufficiently repaired, upholden, maintained and fenced in the End of the ſaid Term, ſhall leave and yield up to the ſaid Lord Biſhop and his Succeſſors; And the Lord Biſhop for himſelf and his Succeſſors, doth covenant and grant, to and with the ſaid *S. B.* his Heirs and Aſſigns, by theſe Preſents, That it ſhall and may be lawful to and for the ſaid *S. B.* his Heirs and Aſſigns, from Time to Time during the ſaid Term, to have out of the Wood of the before excepted and demiſed

Leſſee covenants to repair.

And to leave the ſame in repair.

Leſſee to have neceſſary Boot-wood.

demiſed Premiſſes, ſufficient and neceſſary Plough-boot, Cart-boot, Gate-boot, Pail-boot, Rail-boot, Fold-boot, Fire-boot, Houſe-boot and Gad-boot, together with great Timber, towards the Reparation as Need ſhall be by the Aſſignment of the general Woodward of the ſaid Lord Biſhop and his Succeſſors for the Time being, upon Requeſt to him made in that Behalf; And if it ſhall happen the ſaid yearly Rent of, *&c.* or any Part or Parcel thereof to be behind and unpaid by the Space of, *&c.* Days, after any of the ſaid Feaſts at which it ought to be paid, that then it ſhall be lawful unto and for the ſaid Lord Biſhop, his Succeſſors and their Aſſigns, into the ſaid Site of the ſaid Manor and Farm, and all other the Premiſſes before Let to re-enter, and the ſame to have and poſſeſs again, as in his or their former Eſtate, this Indenture or any Thing herein mentioned to the contrary, in any wiſe notwithſtanding: **And laſtly**, The ſaid Lord Biſhop hath conſtituted, appointed, made and ordained, and by theſe Preſents doth conſtitute and appoint, make and ordain, *A. B.* his true and lawful Attorney and Deputy for him the ſaid Lord Biſhop, and in his Name into the aforeſaid Site, Lands and Premiſſes, or into any Part or Parcel thereof in the Name of the Whole, to enter, and full and peaceable Poſſeſſion and Seiſin thereof, or any Part and Parcel thereof, in the Name of the Whole, in the Name of him the ſaid Lord Biſhop to take, and after ſuch Entry, Poſſeſſion and Seiſin thereof, or any Part and Parcel thereof, had and taken as aforeſaid, quiet and peaceable Poſſeſſion and Seiſin thereof, or of any Part thereof, in the Name of the Whole, to the ſaid *S. B.* to give and deliver, **To have and to hold** the ſaid Site, Lands, and all and ſingular other the aforeſaid Premiſſes, and every Part and Parcel thereof, with the Appurtenance (except before excepted and reſerved) unto the ſaid *S. B.* his Heirs and Aſſigns, for and during the Term of the Lives of the ſaid *S. B. G. H.* and *T. H.* and the Life of the longeſt Liver of them, according to the Form and Effect of this preſent Indenture, ratifying and confirming whatſoever his ſaid Attorney ſhall do in, or concerning the Premiſſes by Virtue of theſe Preſents.

In Witneſs, &c.

A Leaſe for Years of a Fiſhery and Royalty.

This Indenture, made, *&c.* Between *J. S.* of, *&c.* Eſq; of the one Part, and *T. U.* of, *&c.* Gent. of the other Part; **Witneſſeth**, That the ſaid *J. S.* for and in Conſideration of the yearly Rents and Covenants herein after mentioned, hath demiſed, and by theſe Preſents doth demiſe unto the ſaid *T. U.* **All** that his the ſaid *J. S*'s. Fiſhery, and Liberty of Fiſhing in the Rivers of, *&c.* and all other his the ſaid *J. S.*'s Liberty of Fiſhing and Fiſhery in the County of *H.* And the ſaid *J. S.* doth alſo demiſe to the ſaid *T. U.* the Liberty of Hunting and Hawking in the ſaid Manor, excluſive of all others, and doth hereby conſtitute and appoint him Keeper of the Game there, **To have and to hold** the ſaid Fiſhery and Liberty of Fiſhing, And Hawking and Hunting aforeſaid, with their and every of their Appurtenances, unto the ſaid *T. U.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of St. *M.* next following the Date of theſe Preſents, for and during, and to the full

End and Term of, *&c.* Years, from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly and every Year, during the ſaid Term of, *&c.* Years, unto the ſaid *J. S.* the yearly Rent or Sum of, *&c.* Pounds of lawful Money of *England*, at the two moſt uſual Feaſt-days or Terms in the Year (that is to ſay) at the Feaſt of, *&c.* by even and equal Payments, without any Deduction or Abatement for Taxes charged or impoſed by Parliament, or otherwiſe: **And** the ſaid *T. U.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe, grant and agree to and with the ſaid *J. S.* his Heirs and Aſſigns, by theſe Preſents, That he the ſaid *T. U.* his Executors, Adminiſtrators and Aſſigns, ſome or one of them ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *J. S.* his Heirs or Aſſigns, the ſaid yearly Rent of, *&c.* Pounds, at the Days or Times before herein limited for Payment thereof, during the ſaid Term, without any ſuch Deductions as aforeſaid; **Provided** always, That if the ſaid yearly Sum of, *&c.* Pounds, or any Part thereof, ſhall be behind and unpaid in Part, or in all, by the Space of, *&c.* Days next after any of the ſaid Feaſt-Days above-mentioned for Payment thereof, during the Continuance of the ſaid Term, of, *&c.* Years, that then and from thenceforth, it ſhall and may be lawful for the ſaid *J. S.* his Heirs or Aſſigns, to avoid the ſaid Leaſe, and to re-enjoy the Premiſſes as in his or their former Eſtate and Eſtates: **And laſtly**, The ſaid *J. S.* for himſelf and his Heirs, doth covenant, promiſe and grant, to and with the ſaid *T. U.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That the ſaid *T. U.* his Executors, Adminiſtrators and Aſſigns, paying the ſaid yearly Rent of, *&c.* Pounds, and obſerving

Leſſee covenants to pay the Rent.

Power for Leſſor to avoid the Leaſe if the Rent be not paid.

ſerving and performing the Covenants and Agreements herein before contained on his Part and Behalf to be performed and kept, ſhall and may from Time to Time, and at all Times hereafter during the Continuance of the ſaid Term hereby demiſed, lawfully, peaceably, and quietly, have, hold, occupy, poſſeſs and enjoy the ſaid Fiſhery and Premiſſes, with their Appurtenances above demiſed, and every Parcel thereof, without the lawful Lett, Suit, Trouble, Eviction or Diſturbance of him the ſaid *J. S.* his Heirs or Aſſigns, or by any other Perſon or Perſons whatſoever, claiming or to claim, by, from, or under him, them, or any of them, or by their or either of their Acts or Means.

Covenant for the Leſſee to enjoy the Rent.

In witneſs, &c.

A Farmer's Leaſe drawn by Mr. Ewers *of* L. Inn.

This Indenture, *Tripartite*, made, *&c.* between *J. L.* of, *&c.* of the firſt Part, *J. W.* of, *&c.* of the ſecond Part, and *J. M.* of, *&c.* Yeoman, of the third Part, **Witneſſeth**, That the ſaid *J. L.* and *J. W.* for and in Conſideration of the yearly Rents and Covenants hereafter in and by theſe Preſents reſerved and contained on the Part and Behalf of the ſaid *J. M.* his, *&c.* to be paid, done and performed, **Have** demiſed, granted, and to Farm letten, and by theſe Preſents do demiſe, *&c.* unto the ſaid *J. M.* **All** that, *&c.* the Site of the Manor of, *&c.* with the Manor-Houſe, **And** all Edifices, Buildings, Barns, Stables, Backſides, void Grounds, Yards, Orchards, Gardens, Ways, Waters, Water-Courſes, Eaſements and Appurtenances thereunto belonging or appertaining, now in the Tenure or Occupation of the ſaid *J. M.* or his Aſſigns, ſituate, *&c.* **And alſo**, all and every the ſeveral Cloſes, Pieces and Parcels of Land, Arable, Meadow and Paſture, Now alſo in the Tenure or Occupation of the ſaid *J. M.* or his Aſſigns, lying, and being in the ſeveral Pariſhes of, *&c.* hereafter particularly mentioned (that is to ſay) One Parcel of, *&c.* One other little Piece, called, *&c.* **Except** and always reſerved out of this preſent Demiſe, Leaſe and Grant unto the ſaid *J. L.* and *J. W.* their Heirs and Aſſigns, all Woods, Underwoods, Timber and Trees, now ſtanding, growing or being, or that at any Time hereafter during the Term hereby granted, ſhall be ſtanding, growing, or ſhall be in or upon the Premiſſes, or any Part or Parcel thereof, with free Liberty of Ingreſs, Egreſs and Regreſs, to and for the ſaid *J. L.* and *J. W.* and either of them, their and either of their Heirs, *&c.* and their and either of their Servants and Workmen, with Cattle, Carts and Carriages, during the Term hereby granted, at all Times in the Year, into, and from the hereby letten Premiſſes, to fell, cut down, ſave forth, hew out, cut, and carry the ſame Woods, Underwoods, Timber and Trees; **And alſo**, except and always reſerved, all Waifs and Strays, Felons, Goods and Profits, and Perquiſites of Court-Leet, Court-Baron, and all Royalties of Hawking, Hunting, Fiſhing and Fowling, of or belonging unto the ſaid Manor, or unto any Part or Parcel thereof: **And alſo**, except and always reſerved free Liberty, Leave and Licenſe, to and for the ſaid *J. L.* and *J. W.* and either of them, their and either of their Heirs and Aſſigns, and to and for their and either of their Stewards of the ſaid Manor for the Time being, to keep Court in the ſaid Capital Meſſuage

Exception of Woods and Timber, and Liberty of Ingreſs, Egreſs and Regreſs, with Servants, *&c.*

Meſſuage for the ſaid Manor, at their Wills and Pleaſures, **To have and to hold** the aforeſaid Site, Manor-Houſe, ſeveral Cloſes, Pieces and Parcels of Land, and all and ſingular other the Premiſſes above mentioned, or intended to be hereby demiſed, and every Part and Parcel thereof, with their and every of their Appurtenances (except before excepted) unto the ſaid *J. M.* his, *&c.* from, *&c.* laſt paſt, before the Date of theſe Preſents, For and during, and unto the full End and Term of 21 Years, from thence next enſuing, and fully to be compleat and ended, **Yielding and paying**, therefore yearly and every Year, during the ſaid Term hereby granted unto the ſaid *J. L.* his Heirs and Aſſigns, at or within the now Dwelling Houſe of him the ſaid *J. L.* commonly called, *&c.* the yearly Rent or Sum of 83 *l.* 6 *s.* 8 *d.* of lawful, *&c.* at two uſual Feaſt-days or Terms in the Year (that is to ſay) at the, *&c.* by even and equal Portions, **And yielding and paying** therefore yearly and every Year, during the ſaid Term hereby granted unto the ſaid *J. W.* his Heirs and Aſſigns, at or within the Place aforeſaid, the further Rent or Sum of 16 *l.* 13 *s.* 4 *d.* of like lawful Money, at the aforeſaid two uſual Feaſt-days by equal Portions: **And alſo yielding and paying** therefore yearly and every Year, during the ſaid Term, at the Place, and upon the ſaid two uſual Feaſt-days above limited for Payment of the aforeſaid ſeveral Rents, the further yearly Rent or Sum of 6 *l.* of like lawful Money of *England*, for every Acre of the aforeſaid Parcels of Meadow Land, called, *&c.* or any of them, which he the ſaid *J. M.* his, *&c.* ſhall plough, dig, break up, ear, or convert to Tillage, or ſuffer to be ploughed, diged, broken up, eared or converted to Tillage during the Term hereby letten

Reddend. 100 *l.* *per Annum*, viz. 83 *l.* 6 *s.* 8 *d.* to one of the Leſſors, and 16 *l.* 13 *s.* 4 *d.* to the other.

(that is to ſay) the Sum of five Pounds unto the ſaid *J. L.* his, *&c.* and the Sum of twenty Shillings unto the ſaid *J. W.* his, *&c.* And ſo after the ſame Rate for a greater or leſſer Quantity than an Acre; **Provided** always, that if it ſhall happen the ſaid yearly Rent of 83 *l.* 6 *s.* 8 *d.* hereby reſerved and payable unto the ſaid *J. L.* his Heirs and Aſſigns as aforeſaid, or any Part thereof to be behind or unpaid in Part or in All, by the Space of three Months next over or after either of the ſaid Feaſt-days or Times whereon the ſame ought to be paid as aforeſaid, being lawfully demanded at the Place of Payment thereof as aforeſaid; Or if it ſhall happen the ſaid yearly Rent of 16 *l.* 13 *s.* 4 *d.* hereby reſerved and payable unto the ſaid *J. W.* his, *&c.* as aforeſaid, or any Part thereof to be behind or unpaid in Part or in All, by the like Space of three Months next over, or after either of the ſaid Feaſt-days or Times whereon the ſame ought to be paid as aforeſaid (being lawfully demanded at the Place aforeſaid) Or if it ſhall happen the ſaid yearly Rent of ſix Pounds hereby reſerved, payable in ſuch Manner as aforeſaid, for every Acre of the aforeſaid ſeveral Parcels of Meadow Land, which ſhall be ſo ploughed, digged, broken up, eared, or converted to Tillage as aforeſaid, or any Part thereof, to be behind or unpaid in Part or in All, by the Space of three Months next over, or after any of the ſaid Feaſt-days or Times whereon the ſame ought to be paid as aforeſaid, being lawfully demanded at the Place aforeſaid; Or if he the ſaid *J. M.* his, *&c.* ſhall or do at any Time or Times hereafter, during the ſaid Term hereby letten, lett, ſet, alien, aſſign or depart with the ſaid hereby demiſed Premiſſes, or any Part thereof, or his or their Eſtate, Intereſt or Term therein, or in any

A Proviſo to re-enter in Caſe any of the Rents be unpaid by the Space of 3 Months, or in Caſe the Leſſee aſſign his Term without leave of the Leſſors.

Part thereof to any Perſon or Perſons whatſoever, without the ſpecial Licenſe and Conſent of the ſaid *J. L.* his Heirs or Aſſigns, firſt had and obtained in Writing under his or their Hands and Seals for the ſame, that then and from thenceforth, in all or any the Caſes aforeſaid, it ſhall and may be lawful to and for the ſaid *J. L.* and *J. W.* *&c.* or any of them, into and upon the hereby demiſed Premiſſes, or into or upon any Part or Parcel thereof, in the Name of the whole, wholly to re-enter, and the ſame to have again, retain, re-poſſeſs and enjoy, as in his, their, either or any of their firſt and former Eſtate or Eſtates; and the ſaid *J. M.* his, *&c.* and all other Occupiers or Poſſeſſors of the ſaid hereby demiſed Premiſſes, or any Part or Parcel thereof thereout, and from thence utterly to expel, put out and amove, this Indenture, or any Thing herein contained to the Contrary thereof in any wiſe notwithſtanding: **And** the ſaid *J. M.* for himſelf, his, *&c.* and for every of them doth covenant, promiſe and grant, to and with the ſaid *J. L.* his, *&c.* and to and with every of them by theſe Preſents, that he the ſaid *J. M.* his, *&c.* ſhall and will Yearly, and every Year during the Term hereby granted, well and truly pay, or Cauſe to be paid unto the ſaid *J. L.* his Heirs or Aſſigns at, or within the Place aforeſaid, the ſaid yearly Rent or Sum of 83 *l.* 6 *s.* 8 *d.* of lawful, *&c.* hereby reſerved: **And alſo** the ſaid Rent of five Pounds of like Money hereby reſerved and payable unto him and them, for every Acre of the aforeſaid Parcels of Meadow Land, which ſhall be ſo plowed, digged, broken up, eared, or converted to Tillage as aforeſaid, on the ſeveral Days and Times, and in Manner and Form as is above, in and by theſe Preſents limited and appointed for Payment there-

A Covenant from the Leſſee to pay the 83 l. 6 s. 8 d. *per Annum*, and 5 l. *per Annum* for every Acre of Land to be plowed.

thereof, according to the Tenor, true Intent and Meaning of theſe Preſents: **And likewiſe** the ſaid *J. M.* for himſelf, his, *&c.* and for every of them, doth covenant, promiſe and grant, to and with the ſaid *J. W.* his, *&c.* and to and with every of them by theſe Preſents, that he the ſaid *J. M.* his, *&c.* ſhall and will Yearly, and every Year, during the ſaid Term hereby granted, well and truly pay, or cauſe to be paid unto the ſaid *J. W.* his Heirs or Aſſigns, at or within the Place aforeſaid, the ſaid yearly Rent or Sum of 16*l.* 13*s.* 4*d.* of lawful Money of *England* hereby reſerved: **And alſo** the ſaid Rent of twenty Shillings of like Money hereby reſerved, payable unto him and them for every Acre of the aforeſaid ſeveral Parcels of Meadow-Land which ſhall be ſo plowed, digged, broken up, eared, or converted to Tillage as aforeſaid, on the ſeveral Days and Times, and in ſuch Manner and Form as is above by theſe Preſents limited and appointed for Payment thereof, according to the true Intent and Meaning of theſe Preſents. And the ſaid *J. M.* for himſelf, his, *&c.* and for every of them, doth covenant, promiſe and grant to and with the ſaid *J. L.* and *J. W.* their Heirs and Aſſigns, and to and with every of them by theſe Preſents, in Manner and Form following (that is to ſay) that he the ſaid *J. M.* his, *&c.* or ſome of them, at his, their, or ſome of their own proper Coſts and Charges, ſhall and will well and truly, ſufficiently, repair, uphold, ſupport, maintain, glaze, rail, hedge, ditch, fence, encloſe and amend as well the Capital Meſſuage or Manor-Houſe of, *&c.* aforeſaid, and all Houſes, Cottages or Tenements, Orchards, Gardens, Out-Houſes, Barns, Stables and Buildings, and all the Glaſs Windows, Hedges, Ditches, Fences, Gates and Stiles, with the

The like Covenant for the 16 l. 13 s. 4 d. *per Annum*, and 1 l. *per Annum.*

A Covenant to reſerve and leave the Premiſſes in Repair.

Pound or Pinfold, and all other Incloſures as are Part of, or to the ſaid demiſed Premiſſes belonging: **And alſo** all ſuch other Houſes, Orchards, Gardens, Barns, Stables, Erections and Buildings, and all Gates, Stiles, Hedges, Ditches, Fences and Incloſures, which at any Time or Times hereafter, during the Term hereby granted, ſhall be built, erected, made or ſet up, in or upon the ſaid demiſed Premiſſes, or any Part or Parcel thereof, in, by, and with all and all Manner of needful and neceſſary Reparations and Amendments whatſoever, and that from Time to Time, and at all Times, whence, where, and as aften as Need or Occaſion ſhall be or require, during all the ſaid Term hereby granted; and the ſame demiſed Premiſſes ſo well and ſufficiently repaired, maintained, upholden, ſupported, ſuſtained, glazed, railed, hedged, fenced, encloſed and amended, in the End of the ſaid Term, or other ſooner Determination of this preſent Leaſe (which ſhall firſt and next happen) ſhall and will peaceably and quietly leave and yield up unto the ſaid *J. L.* and *J. W.* their Heirs or Aſſigns, together with all and ſingular the Goods, Chattles and Things particularly mentioned and expreſſed in the Schedule or Inventory indented, to theſe Preſents annexed, in good and ſufficient Repair: **And alſo** that it ſhall and may be lawful to and for the ſaid *J. L.* and *J. W.* their Heirs and Aſſigns, and every or any of them, with Workmen or others, in their, either, or any of their Companies, or without, twice in every Year, Yearly, or oftner during the ſaid Term, at their, either, or any of their Free-Wills, Liberties and Pleaſures, to enter, go, come, ride and travel, into, upon and through the Premiſſes hereby demiſed, and every or any Part or Parcel thereof, there to view, ſearch and ſee, the

A Covenant that the Leſſors may come upon the Premiſſes to view the Repairs to leave Notice of any Defects of Reparations, which the Leſſee covenants to repair within 6 Months after ſuch Notice.

the Eſtate and Condition of the Reparations of the ſame; and of all the Decays, Defaults, and Lacks and Wants of ſuch Reparations, as upon any ſuch View or Views ſhall be there found, to give or leave Notice or Warning in Writing, at the ſaid Capital Meſſuage or Manor-Houſe, or ſome Part thereof, to and for the ſaid *J. M.* his, *&c.* or ſome of them, to repair and amend the ſame within the Time and Space of ſix Months next enſuing, every ſuch Notice, Monition or Warning ſo given or left as aforeſaid, within which ſaid Time and Space of ſix Months next enſuing every ſuch Notice, Monition or Warning ſo given or left as aforeſaid, he the ſaid *J. M* for himſelf, his, *&c.* doth covenant, promiſe and grant, to and with the ſaid *J. L.* and *J. W.* their Heirs and Aſſigns by theſe Preſents, well and ſufficiently to repair and amend all and every ſuch Defaults and Lacks, or Wants of Reparations, whereof any Notice or Warning ſhall be given or left as aforeſaid: **And** the ſaid *J. M.* for himſelf, his, *&c.* and for every of them doth further covenant, promiſe and grant, to and with the ſaid *J. L. J. W.* their Heirs and Aſſigns, and to and with every of them by theſe Preſents, in Manner and Form following (that is to ſay) that upon the coming to view the Premiſſes as aforeſaid, for keeping Courts, or upon ſuch other Occaſion as they the ſaid *J. L.* and *J. W.* or either of them, their, or either of their Heirs, Servants or Aſſigns, ſhall repair or come to the ſaid Meſſuage hereby demiſed, the ſaid *J. M.* his Executors, Adminiſtrators or Aſſigns, ſhall give Entertainment to them, or any of them, not exceeding the Number of ſix Perſons, and ſhall find and provide for them one or more convenient Chamber or Chambers to lodge in, together with convenient Bedding, Fire and Diet, and

A Covenant that the Leſſee will provide Meat, Drink, Lodging and Horſe-meat for the Leſſors and their Attendance, not exceeding ſix in Number, when they come to view the Premiſſes, for the Space of four Days twice in the Year.

and alſo ſufficient Stabling and Provender for their, or any of their Horſes, for the Space of four Days at one Time or Journey, and ſo from Time to Time twice in every Year, during the ſaid Term; and that he the ſaid *J. M.* his, *&c.* ſhall and will ſpend all his and their Straw and Stover upon the demiſed Premiſſes, or ſome Part thereof, and lay, expend and beſtow all ſuch Muck, Compoſt and Dung as ſhall be made and raiſed in and upon the ſaid demiſed Premiſſes, upon the ſame Premiſſes, and not elſewhere, and that from Time to Time during the ſaid Term: **And further**, that he the ſaid *J. M.* his, *&c.* ſhall and will bear and pay all ſuch Taxes, Impoſitions, Compoſitions, Quartering of Soldiers, Pariſh Duties, Payments and Charges whatſoever (except Quit-Rents to the chief Lord, or Lords of the Premiſſes, and Parliamentary Taxes, payable by the Landlords) as are to be paid and done during the ſaid Term, for and in reſpect of the ſaid hereby demiſed Premiſſes, or any Part thereof; and thereof and therefrom ſhall and will ſave and keep Harmleſs the ſaid *J. L.* and *J. W.* and either of them, their, and either of their, *&c.* and every of them: **And moreover**, that if the ſaid *J. M.* his, *&c.* ſhall at any Time or Times hereafter, in any one Year, during the ſaid Term hereby granted, plow, ear, or convert to Tillage above one Hundred Acres of the arable Land hereby demiſed, that then, and in every ſuch Caſe, he the ſaid *J. M.* his, *&c.* or ſome of them, ſhall and will well and truly pay or cauſe to be paid, unto the ſaid *J. L.* and *J. W.* their Heirs and Aſſigns, the yearly Rent or Sum of ſix Pounds in the whole (that is to ſay) five Pounds to the ſaid *J. L.* his Heirs and Aſſigns, and one Pound to the ſaid *J. W.* his, *&c.* for and Increaſe of Rent over and above the yearly Rents hereby reſerved, for every Acre ſo to be ploughed, and for every Year during the ſaid Term, that the ſame ſhall be ſo ſevered, ploughed, broken up or converted to Tillage, and that in ſuch Manner and Form, and at ſuch Days and Times, as the former Rents are hereby reſerved and limited to be paid, without Fraud or Covin: **And alſo** that if in Caſe the ſaid *J. M.* his, *&c.* ſhall at at any Time or Times hereafter, during the ſaid Term hereby granted, ſow, or permit or ſuffer to be ſowed any Flax, Seed or Hempſeed, upon any of the Lands hereby demiſed, or any Part thereof, that then the ſaid *J. M.* his, *&c.* ſhall and will from thenceforth Yearly, and every Year, during all the Reſt and Reſidue of the ſaid Term hereby letten, which be then to come and unexpired, well and truly pay, or cauſe to be paid unto the ſaid *J. L.* and *J. W.* their Heirs and Aſſigns, the Sum of ſix Pounds in the whole (that is to ſay) five Pounds to the ſaid *J. L.* his Heirs and Aſſigns, and one Pound to the ſaid *J. W.* his, *&c.* for and Increaſe of Rent for every Acre of Land hereby demiſed, which ſhall be ſo ſowed with Flax or Hempſeed, over and above the ſaid yearly Rents hereby reſerved; and that at ſuch Days Times and Place, and in ſuch Manner and Form as the aforeſaid yearly Rents are above reſerved to be paid, without Fraud or Covin: **And alſo**, that he the ſaid *J. M.* his, *&c.* ſhall and will peaceably and quietly perform, and ſuffer the ſaid *J. L.* his Heirs and Aſſigns, at any Time or Times, during the laſt Year of the ſaid Term hereby letten, with his and their Servants, Workmen, Ploughs, Carts, and other Things thereto neceſſaay, to enter upon ſuch of the Lands hereby demiſed, as ſhall then lie ley or Fallow, to plow, dung, dreſs and ſow the ſame, without the Extinguiſhment of any Part of the aforeſaid Rent, or Interuption of or by the ſaid *J. M.* his, *&c.* or any their Perſon or Perſons, by his, their, or any of their Means, Conſent or Procurement: **And furthermore**, that he the ſaid *J. M.* his, *&c.* ſhall and will from Time to Time, and at all Times during the ſaid Term hereby letten, maintain, preſerve and keep all and ſingular the Timber, and Timber-like Trees and Fruit-Trees now growing, or which ſhall at any Time, during the ſaid Term, grow, or be in or upon the ſaid hereby leaſed Premiſes, or any Part thereof, from all wilful and negligent Spoil, Waſte, Hurt and Deſtruction whatſoever; and if any the ſaid Fruit-Trees ſhall happen to decay, and not proſper, that then the ſaid *J. M.* his, *&c.* ſhall, at the next ſeaſonable Time of Year, plant new ones in the Rooms of ſuch Trees ſo decaying or not proſpering: **And** that the ſaid *J. M.* his, *&c.* ſhall not at any Time or Times, during the ſaid Term hereby letten, lop, top, or cut any of the Trees now growing, or which hereafter ſhall grow or be in or upon the Premiſſes, or any Part thereof, without the ſpecial Licenſe and Conſent of the ſaid *J. L.* his Heirs or Aſſigns firſt had and obtained in Writing, under his or their Hands and Seals for the ſame: **And each** of them the ſaid *J. L.* and *J. W.* for himſelf ſeverally and reſpectively, and for the ſeveral and reſpective Heirs, Executors and Adminiſtrators of them ſeverally and reſpectively apart, and one from the other, and not jointly, nor the one for the other of them, nor for the Heirs, Executors and Adminiſtrators of the other of them, doth

A Covenant from the Leſſors to aſſign Plowboot, &c. and rough Timber for Repairs, and twelve Loads of Lops for Fireboot.

doth covenant, promiſe and grant, to and with the ſaid *J. M.* his, *&c.* and to and with every of them by theſe Preſents, in Manner and Form following (that is to ſay) that he the ſaid *J. L.* his Heirs or Aſſigns, or ſome of them, ſhall and will during the ſaid Term, aſſign, upon the reaſonable Requeſt of the ſaid *J. M.* his, *&c.* meet and convenient Plow-boot, Cart-boot, Gate-boot, Hedge-boot, Stake-boot and Harrow-boot, upon the demiſed Premiſſes, if the ſame may be there conveniently had and taken; and alſo convenient rough Timber, for the neceſſary Reparations of the hereby demiſed Premiſſes from Time to Time, if the ſame may be likewiſe there conveniently had and taken; and alſo ſhall and will Yearly, during the ſaid Term, allow of, and from the Lops and Tops of the Trees growing upon the Premiſſes, twelve Loads, and not above, for Fire-boot for the ſaid Manor-Houſe, to be aſſigned by the ſaid Bailiff, or Aſſigns of the ſaid *J. L.* and be cut and made by the Woodman at the Charges of the ſaid *J. M.* his, *&c.* in caſe ſo much Wood be to be had on the Premiſſes, and to be ſpent there, and not elſewhere; and that he the ſaid *J. M.* his, *&c.* and every of them (well and truly paying the ſeveral and reſpective Rents hereby reſerved in Manner and Form aforeſaid, and obſerving, performing, fulfilling and keeping all and ſingular the Covenants, Grants, Articles, Clauſes, Proviſoes, Conditions and Agreements herein contained on his and their Parts and Behalfs to be paid, done, obſerved, performed, fulfilled and kept (according to the true Intent and Meaning of theſe Preſents) ſhall and may lawfully, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Capital Meſſuage or Manor-Houſe

Lands, and all and ſingular other the Premiſſes above mentioned, and intended to be hereby demiſed, and every Part and Parcel thereof, with their and every of their Appurtenances (except before excepted) for and during all the ſaid Term of twenty-one Years hereby granted, without any Lett, Suit, Trouble, Moleſtation, Interruption, Eviction, or Diſturbance, of or by the ſaid *J. L.* and *J. W.* or either of them, their, or either of their Heirs or Aſſigns, or of or by any other Perſon or Perſons whatſoever lawfully claiming, or to claim, by, from or under them, either or any of them, or by, through, or under their, or either, or any of their Eſtate, Right, Title, Means, Aſſent, Conſent, Licence or Procurement.

In Witneſs, &c.

Another Leaſe.

This Indenture, made, &c. Between *J. R.* of, &c. of the one Part, and *J. H.* of, &c. of the other Part, **Witneſſeth,** That the ſaid Sir *J. R.* for and in Conſideration of the yearly Rent and Covenants herein after reſerved and contained on the Part and Behalf of the ſaid *J. H.* his, &c. to be paid, done and performed, **Hath** demiſed, leaſed, ſet, and to Farm letten, and by theſe Preſents doth demiſe, leaſe, ſet, and to Farm let, unto the ſaid *J. H.* All, &c. Except and always reſerved out of this preſent Demiſe, unto the ſaid Sir *J. R.* his Heirs and Aſſigns, all and every the Oaks, Elms, Aſhes, Timber-trees, Pollards, Wavels, Staddels, and other Trees, and the Bodies, Lops, and Tops of the ſame, and all Woods and Underwoods whatſoever, now ſtanding, growing or being, or which ſhall hereafter ſtand, grow, or be in or upon all and every of the ſaid Premiſſes, with free Acceſs, Ingreſs, Egreſs and Regreſs, at all convenient Times during the Term hereby demiſed, into, through and from the ſaid demiſed Premiſſes, or any Part thereof, to and for the ſaid Sir *J. R.* his Heirs, Executors, Adminiſtrators, Servants, Workmen or Aſſigns, or any of them with Horſes, Carts and Carriages, or otherwiſe to fell, hew, cut down, ſquare and carry away all and ſingular the ſaid Oaks, Elms, Aſhes, Timber-trees, Pollards, and other Trees, and the Tops of the ſame Trees, Woods, and Underwoods; And that without the Lett, Denial or Hindrance of the ſaid *J. H.* his, &c. or any of them, **To have and to hold** the ſaid Meſſuage, Tenement or Farm, Lands

Conſideration. Grant. Except. Habend.

Lands and Premiſſes hereby demiſed, with their Appurtenances (except before excepted) unto the ſaid *J. H.* his, *&c.* unto the full End and Term of 21 Years from thence next enſuing, and fully to be compleat and ended, **Yielding and paying** therefore yearly and every Year during the ſaid Term, unto the ſaid Sir *J R.* his Heirs and Aſſigns, the yearly Rent or Sum of 54 *l.* of lawful, *&c.* on the two moſt uſual Feaſts or Days or Times of Payment in the Year (that is to ſay) the Feaſt of, *&c.* by even and equal Portions, And the ſaid *J. H.* for himſelf, his, *&c.* and for every of them, doth covenant, promiſe and grant, to and with the ſaid Sir *J. R.* his Heirs and Aſſigns, by theſe Preſents, in Manner and Form following (that is to ſay) that he the ſaid *J. H.* his, *&c.* ſhall and will yearly and every Year during the Term hereby letten, well and truly pay, or cauſe to be paid unto the ſaid Sir *J. R.* his, *&c.* the ſaid yearly Rent or Sum of 54 *l.* of lawful, *&c.* on the ſaid ſeveral and reſpective Feaſt-Days and Times of Payment before limited and appointed for Payment thereof, according to the true Intent and Meaning of theſe Preſents; **And further**, That if the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, or any of them, do or ſhall at any Time hereafter, during the ſaid Term, dig, plough, break up, or convert into Tillage, all or any Part of the Lands, Meadow or Paſture Ground hereby demiſed or mentioned to be demiſed, That then and in every ſuch Caſe, from and after ſuch Ploughing, Digging, Breaking up or Converting into Tillage, all or any Part of the ſaid Lands or Premiſſes, contrary to the true Meaning of theſe Preſents, He the ſaid *J. H.* his, *&c.* ſhall and will yearly and every Year, during all the then Reſidue of the Term hereby letten, which ſhall be

Reddend.

A Covenant to pay the Rent.

A Covenant to reſtrain the Tenant from ploughing up the Meadow.

be then to come and unexpired, well and truly pay, or cauſe to be paid unto the ſaid Sir *J. R.* his Heirs and Aſſigns, at the Feaſts before mention'd for every Acre of the ſaid demiſed Lands as ſhall be plough'd, digg'd, broken up or converted into Tillage, the further Sum of 5 *l.* of lawful Money of *England*, and after that Rate proportionably for a greater or leſſer Quantity than an Acre, over and beſides the Rent hereby before reſerved by half-yearly Payments, together with the ſaid firſt reſerved Rent; **And** the ſaid *J. H.* for himſelf, his, *&c.* and for every of them, doth covenant, promiſe, grant and agree, to and with the ſaid Sir *J. R.* his Heirs and Aſſigns, by theſe Preſents, in Manner and Form following (that is to ſay) that he the ſaid *J. H.* his, *&c.* ſhall and will at his and their own proper Coſts and Charges, well and ſufficiently repair, ſupport, uphold, ſuſtain, maintain, glaze, pave, fence, ſcour, hedge, ditch, pale, rail, amend and keep the ſaid Meſſuage, Tenement or Farm, Lands and Premiſſes, together alſo with all and ſingular the Fences, Hedges, Ditches, Banks, Mounds, Pales, Rails, Gates, Stiles, and all and ſingular other the Fences to the ſaid Premiſſes, and to every Part and Parcel thereof, belonging or appertaining, in, by, and with all and all manner of needful and neceſſary Reparations, Fencings, Cleanſings and Amendments whatſoever, when, where, and as often as Need or Occaſion ſhall require; **And** the ſaid Premiſſes ſo well and ſufficiently repaired, ſupported, upheld and ſuſtained, maintained, glazed, paved, paled, railed, fenced, ſcoured, hedged, ditched and amended at the End of the ſaid Term hereby letten, or other ſooner Determination of this preſent Leaſe, ſhall and will peaceably and quietly leave, ſurrender and yield up, unto

A Covenant to repair.

And to leave in Repair.

to the ſaid *J. R.* his Heirs and Aſſigns; **And** that it ſhall and may be lawful to and for the ſaid Sir *J. R.* his Heirs and Aſſigns, with Workmen or others in his or their Companies, or without, twice or oftner in every Year yearly during the ſaid Term hereby demiſed, to enter and come into and upon the ſaid demiſed Premiſſes, and every or any Part thereof, there to view, ſearch and ſee the State and Condition of the Reparations of the ſame, And of all Defaults, Defects, Decays, or Wants of Reparations, which then and there ſhall be found upon any ſuch View, to leave Notice or Warning in Writing at the ſaid demiſed Premiſſes, to and for the ſaid *J. H.* his, *&c.* to repair and amend the ſame within the Time and Space of three Months then next enſuing, within the Time and Space of which ſaid three Months next after every or any ſuch Notice or Warning, ſhall be given or left as aforeſaid, the ſaid *J. H.* for himſelf, his, *&c.* and for every of them, doth covenant, promiſe and grant to and with the ſaid Sir *J. R.* his Heirs and Aſſigns by theſe Preſents, well and ſufficiently to repair and amend the ſame; **And further**, That he the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, ſhall not, nor will at any Time hereafter, during the ſaid Term, fell, cut down, ſow or grub up, deſtroy or make away any of the Timber Trees, or other Trees that now are, or at any Time hereafter during the ſaid Term, ſhall be ſtanding, growing or being in or upon the ſaid demiſed Premiſſes, or in the Hedge-rows thereof, or top, lop, or ſhred any of the Boughs or Branches thereof, but ſhall and will in Caſe of the Decay of any of the ſaid Trees, plant others in their Room, and in an Husband-like manner preſerve and cultivate the ſame, **And** the ſaid Sir *J. R.* in Conſideration

A Covenant for the Leſſor to enter and view the Repairs.

A Covenant not to cut down the Wood.

thereof, doth hereby for himſelf, his Heirs and Aſſigns, covenant and agree to and with the ſaid *J. H.* his, *&c.* that it ſhall and may be lawful to and for the ſaid *J. H.* his, *&c.* to have and take from the Premiſſes by Aſſignment of the ſaid Sir *J. R.* his Heirs or Aſſigns, Hedge-boot and Stake-boot to be ſpent upon the demiſed Premiſſes, and not elſewhere during the Term hereby demiſed, which Aſſignment ſhall be made from Time to Time upon reaſonable Requeſt; **And moreover**, the ſaid *J. H.* for himſelf, his, *&c.* doth covenant, promiſe and grant, to and with the ſaid Sir *J. R* his, *&c.* by theſe Preſents, That he the ſaid *J. H.* his, *&c.* ſhall and will not only lay, ſpread, and beſtow in and upon the Lands and Grounds hereby demiſed and diſpoſe in an Husband-like manner, all the Compoſt, Muck, Dung and Soil, which from Time to Time during the Term hereby leaſed, ſhall ariſe and be made in and upon the Premiſſes or any Part thereof; but alſo ſhall and will over and beſides lay and ſpread yearly and every Year, for and during the laſt three Years of the Term hereby demiſed, upon ſome one Part of the Premiſſes hereby demiſed, two Loads of Dung at leaſt on every Acre of the ſame Premiſſes: **And** the ſaid Sir *J. R.* for himſelf, his, *&c.* doth covenant, promiſe and grant, to and with the ſaid *J. H.* his, *&c.* by theſe Preſents, That he the ſaid *J. H.* paying the ſaid yearly Rent of 51 *l.* and Rent or Pain of 5 *l.* *per* Acre hereby reſerved in Manner and Form aforeſaid, as the ſame ſhall reſpectively grow due, and obſerving, performing, fulfilling and keeping all and ſingular the Covenants, Articles, Conditions and Agreements herein contained, which on the Part and Behalf of the ſaid *J. H.* his, *&c* ſhall grow due to be paid, done and performed, ſhall and may

A Covenant that the Leſſee ſhall have Hedge-boot and Stake-boot by Aſſignment of the Leſſor.

A Covenant to dung the Premiſſes, with an Increaſe for the three laſt Years,

A Covenant that the Leſſee ſhall quietly enjoy.

peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid demiſed Premiſſes, with the Appurtenances (except before excepted) for and during all the ſaid Term hereby demiſed, without the lawful Let, Suit, Trouble, Denial, Eviction, Moleſtation or Interruption whatſoever of him the ſaid Sir *J. R.* his Heirs or Aſſigns, or any other Perſon or Perſons lawfully claiming or to claim, by, from or under him, them, or any of them, or by his, their, or any of their Act, Means, Conſent, Default, Privity or Procurement; **Provided** always, That if it ſhall happen the ſaid yearly Rent of 54 *l.* or the ſaid Rent or Pain of 5 *l. per* Acre (if incurred) or either of them, or any Part of them, or either of them be behind or unpaid in Part or in All, by the Space of 14 Days next over, or after any of the ſaid Feaſts or Days of Payment, on which the ſame ought to be paid as aforeſaid, being lawfully demanded, That then and from thenceforth, and at all Times afterwards, it ſhall and may be lawful to and for the ſaid Sir *J. R.* his, *&c.* into the ſaid demiſed Premiſſes, with the Appurtenances, or into any Part thereof, in the Name of the Whole, wholly to re-enter, And the ſame to have again, retain, repoſſeſs and enjoy, as in his or their firſt and former Eſtate; And the ſaid *J. H.* his, *&c.* and all other Occupiers of the Premiſſes thereout, and from thence utterly to expel, put out and remove, this Indenture, or any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding.

Proviſo for Re-entry in Default of Payment of the Rent.

In Witneſs, &c.

A Leaſe of a Houſe in London, *with good Covenants*, &c.

This Indenture made, *&c.* between, *&c.* Witneſſeth, That the ſaid *A. F.* for and in Conſideration of the Sum of 100 *l.* of lawful, *&c.* to her in Hand, at or before the Sealing and Delivery of theſe Preſents by the ſaid *I. C.* well and truly paid, for and in the Name of a Fine or Income for the Meſſuage or Tenement, with the Appurtenances herein after demiſed, the Receipt whereof ſhe the ſaid *A. F.* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, exonerate, and for ever diſcharge the ſaid *I. C.* his, *&c.* by theſe Preſents; As alſo for and in Conſideration of the yearly Rents and Covenants herein after reſerved and contained on the Part and Behalf of the ſaid *I. C.* his, *&c.* to be paid, done and performed, Hath demiſed, leaſed, ſet, and to Farm letten, And by theſe Preſents doth demiſe, leaſe, ſet and to Farm let unto the ſaid *I. C.* his Executors, *&c.* All, *&c.* To have and to hold the ſaid Meſſuage or Tenement, Garden and Premiſſes, with their and every of their Appurtenances, unto the ſaid *I. C.* his, *&c.* from the Feaſt-Day of, *&c.* for and during the Term of 41 Years one Quarter of a Year two Months and 24 Days, from thence next enſuing, fully to be compleat and ended: Yielding and paying therefore yearly and every Year, during the firſt 14 Years of the Term hereby granted unto the ſaid *A. F.* her, *&c.* the yearly Rent or Sum of 70 *l.* of lawful, *&c.* at the four moſt uſual Feaſts, or Quarter

Fine or Income.

Days of Payment in the Year (that is to ſay) the *&c.* by even and equal Portions: **And yielding and paying** unto the ſaid *A. F.* her, *&c.* for the laſt Quarter of a Year, two Months and twenty four Days, the Rent of 35 *l.* of like Money, *viz.* at the Feaſt of the Birth of our Lord God, and the laſt Day of the Term hereby granted, by like, even and equal Portions; And the ſaid *I. C.* for himſelf, his, *&c.* and for every of them doth covenant, promiſe, grant and agree to and with the ſaid *A. F.* her, *&c.* by theſe Preſents, in Manner and Form following (that is to ſay) that he the ſaid *I. C.* his, *&c.* or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *A. F.* her, *&c.* the ſaid ſeveral Rents of 70 *l.* and 35 *l.* in Manner and Form, and at the ſeveral and reſpective Days and Times above limited and appointed for Payment thereof, according to the ſeveral Reſervations aforeſaid: **And alſo**, that he the ſaid *I. C.* his, *&c.* or ſome of them, ſhall and will from Time to Time, and at all Times hereafter, during the Term hereby granted, at his or their own proper Coſts and Charges, well and ſufficiently repair, uphold, ſupport, ſuſtain, maintain, amend and keep the ſaid Meſſuage and Tenement, and Premiſſes hereby demiſed, with their and every of their Appurtenances, and every Part and Parcel thereof, in, by and with all and all Manner of needful and neceſſary Reparations and Amendments whatſoever, when, where, and as often as Need or Occaſion ſhall be or require; and the Glaſs-Windows, together with the Pavements within and without the Premiſſes, and all Privies, Sinks, Gutters and Wid-draughts to the ſame Premiſſes belonging, at his or their like proper Coſts and Charges, from Time to Time, during the ſaid Term, ſhall and will glaze, pave, empty,

Covenant to pay the Rent.

To repair, *&c.*

empty, ſcour, cleanſe, amend and keep, when, where, and as often as Need, or Occaſion ſhall be or require; and the ſame Meſſuage or Tenement, and Premiſſes, with the Appurtenances, and every Part and Parcel thereof, ſo well and ſufficiently repaired, upheld, ſupported, ſuſtained, maintained, glazed, paved, emptied, cleanſed, ſcoured, amended and kept; together with all Doors, Locks, Keys, Bolts, Shelves, Wainſcots, Partitions, Hooks, Hinges, Iron-Bars, Iron-Caſements, Gutters and Pipes of Lead, and other Things fixed, and which ſhall be fixed to the Freehold of the Premiſſes, and which are not removeable by the Common Law of this Realm, and the Cuſtom of the City of *London*, at the End, Expiration, or other ſooner Determination of this preſent Leaſe, which ſhall firſt happen, ſhall and will peaceably and quietly leave, yield up, and ſurrender, unto the ſaid *A.* her, *&c.* **And further**, that it ſhall and may be lawful, as well to and for the ſaid *A. F.* her, *&c.* as to and for any other Landlord, or Landlords, or other Owners of the ſaid Premiſſes, with Workmen or others, in her or their Company, or without, twice or oftner in every Year during the ſaid Term, at convenient Times, in the Day-Time, to enter and come into and upon the ſaid Meſſuage or Tenement, and Premiſſes, and into every or any Part thereof, there to view, ſearch and ſee the State and Condition of the Reparations of the ſame: **And** the ſaid *A. F.* for herſelf, her, *&c.* and for every of them, doth covenant, promiſe, grant and agree to and with the ſaid *I. C.* his, *&c.* by theſe Preſents, that he the ſaid *I. C.* his, *&c.* or any of them, paying the ſaid ſeveral Rents herein before reſerved in Manner

And to leave the Premiſſes in good Repair.

That the Landlord may enter and view the Reparations.

A Covenant that the Tenant may quietly enjoy paying the Rent, Manner and Form aforeſaid, and obſerving, performing, fulfilling and keeping all and ſingular the Covenants, Grants, Articles, Clauſes, Proviſoes, Conditions and Agreements herein contained, on his and their Parts and Behalfs to be obſerved, performed, fulfilled and kept, ſhall and may from Time to Time, and at all Times hereafter, during the Time hereby granted, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement and Premiſſes here as before demiſed, with the Appurtenances, and every Part and Parcel thereof, without any lawful Let, Suit, Trouble, Denial, Diſturbance, Eviction, Moleſtation or Interruption whatſoever of or by the ſaid *A. F.* her, *&c.* or any of them, or of or by any other Perſon or Perſons lawfully claiming or to claim, by, from or under her, or the ſaid *E. F.* deceas'd, or either of them, or by, from or under Default or Procurement; And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by her the ſaid *A. F.* her Executors, *&c.* well and ſufficiently ſaved harmleſs and kept indemnified, of and from the Rents and Covenants reſerved and contained in one Indenture of Leaſe, bearing Date, *&c.* whereby *E. B.* of, *&c.* did demiſe the Premiſſes unto the ſaid *E. F.* deceaſed, for the Term of 21 Years from *Midſummer* then next under the yearly Rent of 60 *l.* payable Quarterly, and of and from all Actions, Suits, Coſts, Charges, Damages and Expences whatſoever, which ſhall or may ariſe or happen, or which he the ſaid *I. C.* his, *&c,* ſhall or may ſuſtain or be put unto, for or by reaſon of the Non-payment of the ſaid Rent, or Non-performance of the Covenants therein contained;

Proviſo, to enter upon Non-payment of the Rent.

Provided always, That if it ſhall happen the ſaid ſeveral Rents of 70 *l.* and 35 *l.* or any of them to be behind or unpaid in Part or in All, by the Space of 14 Days next over or after any of the ſaid Feaſts or Days of Payment, on which the ſame ought to be paid as aforeſaid, being lawfully demanded, That then and from thenceforth it ſhall and may be lawful to and for the ſaid *A. F.* her, *&c.* into the ſaid Meſſuage or Tenement and Premiſſes hereby demiſed, or into any Part or Parcel thereof, in the Name of the Whole, wholly to re-enter: And the ſame to have again, retain, repoſſeſs and enjoy, as in her or their firſt and former Eſtate or Eſtates; And the ſaid *I. C.* his, *&c.* and all other Occupiers of the Premiſſes thereout, and from thence utterly to expel, put out and amove, This Indenture, or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding;

A *Proviſo* that the Tenant may pay the Rent reſerved on the Grand Leaſe, and that the ſame ſhall be a good Diſcharge for ſo much of the Rent reſerved on this Leaſe.

Provided further, and it is hereby declared and agreed by and between all the Parties to theſe Preſents; And the ſaid *A. F.* for her ſelf, her, *&c.* doth covenant and agree to and with the ſaid *I. C.* his, *&c.* by theſe Preſents, That it ſhall and may be lawful to and for the ſaid *I. C.* his, *&c.* from Time to Time, and at all Times during the Term hereby granted, to pay unto the ſaid *E. B.* his, *&c.* the ſaid yearly Rent of 60 *l.* reſerved in and by the Indenture of Leaſe herein before mentioned, bearing Date the, *&c.* as the ſame ſhall become due and payable unto the ſaid *E. B.* his, *&c.* taking his or their Receipt or Diſcharge in Writing for the ſame, And that the Receipt of the ſaid *E. B.* his, *&c.* ſhall be a good and ſufficient Diſcharge againſt her the ſaid *A. F.* her, *&c.* for ſo much of the ſaid yearly Rent of 70 *l.* reſerved in and by theſe Preſents, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding: **Provided** laſtly, And the ſaid *I. C.* for himſelf, his, *&c.* doth covenant, promiſe and grant, to and with the ſaid *A. F.* her, *&c.* by theſe Preſents, That if at any Time hereafter, during the Continuance of this preſent Leaſe, the Executors, Adminiſtrators or Aſſigns of *J. S.* late, *&c.* deceaſed, or any of them, ſhall be minded or intended to take a new Leaſe or further Term of and in the Premiſſes hereby demiſed from the Maſter or Keeper of the College of the Bleſſed Virgin St. *Mary*, St. *John* the Evangeliſt, and the glorious Virgin St. *Rhadegund*, commonly called *Jeſus College*, in the Univerſity of *Cambridge*, and the Fellows and Scholars of the ſame College, or their Succeſſors, That then the ſaid *I. C.* his, *&c.* ſhall and will within eight Days next after Requeſt to him or them made in that Behalf, by the ſaid *A. F.* her, *&c.* ſurrender and deliver up unto the ſaid *A. F.* her, *&c.* this preſent Indenture of Leaſe, and all his and their Intereſt and Term, in and to the Premiſſes hereby demiſed, free from all Leaſes, Aſſignments and Incumbrances to be had, made, or done by the ſaid *I. C.* his, *&c.* upon Condition nevertheleſs, and ſo as that the ſaid *A. F.* her, *&c.* ſhall and will at the Time of making ſuch Surrender, ſeal and execute unto the ſaid *I. C.* his, *&c.* a good and ſufficient Covenant in Writing, under her or their Hands and Seals, That ſhe the ſaid *A. F.* her, *&c.* ſhall and will not only take a new Leaſe Eſtate in the Premiſſes, within 60 Days next after ſuch Surrender as aforeſaid: But alſo within Seventy Days next after the Taking ſuch new Leaſe or Eſtate of the ſaid Premiſſes, by the ſaid *A. F.* her, *&c.* at her or their own proper Coſts and Charges, ſeal, and

A *Proviſo*, That if the Grand Leſſee be minded to renew, then the Tenant ſhall ſurrender.

Upon Security to make a new Leaſe under the ſame Rents and Covenants for the Remainder of the Term.

as her and their Act and Deed, deliver unto the ſaid *J.* C. his, *&c.* another good and ſufficient new Leaſe of the ſaid Premiſſes for the Remainder of the ſaid Term hereby letten, which ſhall be therein, then to come and unexpired, under the ſame Rents and Covenants (*mutatis mutandis*) as are herein reſerved and contained; but on Default of ſuch Surrender to be made as aforeſaid by him the ſaid *J.* C. his, *&c.* within eight Days after Requeſt to him made as aforeſaid; This preſent Indenture of Leaſe, and every Thing herein contained ſhall from thenceforth ceaſe, become void, and of none Effect, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding.

That this Leaſe ſhall be void on Default to ſurrender.

In Witneſs, &c.

F I N I S.

5

Stanford Law Library
3 6105 06 152 361 4